

Amendment No. 1 to
FORM U5S

ANNUAL REPORT

For the year ended December 31, 2001

Filed pursuant to the Public Utility Holding Company Act of 1935
by

Great Plains Energy Incorporated
(Name of registered holding company)

1201 Walnut
Kansas City, Missouri 64106
(Address of principle executive offices)

Name, Title and Address of Officer to Whom Notices
and Correspondence Concerning This Statement
Should be Addressed:

Andrea F. Bielsker
Vice President - Finance, Chief Financial Officer and Treasurer
Great Plains Energy Incorporated
1201 Walnut
Kansas City, Missouri 64106

The 2001 Form U5S is hereby amended as follows:

1. Substituted Exhibits

Certain exhibits to the 2001 Form U5S were submitted previously on Form SE. The following exhibits are being filed herewith in electronic format and are substituted for the previously submitted exhibits in their entirety:

- B-5 Articles of Incorporation dated February 6, 2001 of Great Plains Power Incorporated
- B-6 Bylaws dated February 6, 2001 of Great Plains Power Incorporated
- B-7 Articles of Incorporation as amended February 4, 2000 of Kansas City Power & Light Receivables Company
- B-8 Bylaws of Kansas City Power & Light Receivables Company
- B-9 Amended and Restated Certificate of Incorporation dated December 23, 1993 of Wolf Creek Nuclear Operating Corporation
- B-10 Bylaws as amended December 1, 1993 of Wolf Creek Nuclear Operating Corporation
- B-11 Articles of Incorporation as amended February 2, 2000 of Home Service Solutions Inc.
- B-12 Bylaws dated May 7, 1998 of Home Service Solutions, Inc.
- B-13 Articles of Incorporation as amended September 1, 1998 of Worry Free Service, Inc.
- B-14 Bylaws dated January 29, 1997 of Worry Free Service, Inc.
- B-15 Certificate of Incorporation dated May 22, 1998 of R.S. Andrews Enterprises, Inc.
- B-16 Bylaws of R.S. Andrews Enterprises, Inc., certified on May 22, 1998, with minutes of action dated September 13, 2001, fixing number of directors at four.

- B-17 Articles of Incorporation and Articles of Amendment dated July 31, 1998 of R.S. Andrews Termite & Pest Control, Inc. (name subsequently changed to RSA Services Termite & Pest Control, Inc.)
- B-18 Bylaws of R.S. Andrews Termite & Pest Control, Inc., dated October 17, 1995 (name subsequently changed to RSA Services Termite & Pest Control)
- B-19 Articles of Incorporation of R.S. Andrews Enterprises of Alabama, Inc.
- B-20 Bylaws of R.S. Andrews Enterprises of Alabama, Inc., dated October 1, 1998.
- B-21 Articles of Incorporation of R.S. Andrews Enterprises of Charleston, Inc.
- B-22 Bylaws of R.S. Andrews Enterprises of Charleston, Inc., dated January 22, 1999.
- B-23 Articles of Incorporation of R.S. Andrews Enterprises of Columbus, Inc.
- B-24 Bylaws of R.S. Andrews Enterprises of Columbus, Inc., dated January 22, 1999.
- B-25 Articles of Incorporation of R.S. Andrews Enterprises of Dallas, Inc.
- B-26 Bylaws of R.S. Andrews Enterprises of Dallas, Inc., dated June 25, 1999.
- B-27 Articles of Incorporation of R.S. Andrews Enterprises of Kansas, Inc.
- B-28 Bylaws of R.S. Andrews Enterprises of Kansas, Inc., dated October 1, 1998.
- B-29 Articles of Incorporation of R.S. Andrews Enterprises of South Carolina, Inc.
- B-30 Bylaws of R.S. Andrews Enterprises of South Carolina, Inc., dated December 3, 1998.

- B-31 Articles of Incorporation of R.S. Andrews of Chattanooga, Inc.
- B-32 Bylaws of R.S. Andrews of Chattanooga, Inc., dated October 6, 1999.
- B-33 Articles of Incorporation of R.S. Andrews of Fairfax, Inc.
- B-34 Bylaws of R.S. Andrews of Fairfax, Inc., dated September 7, 1999.
- B-35 Articles of Incorporation of R.S. Andrews of Maryland, Inc.
- B-36 Bylaws of R.S. Andrews of Maryland, Inc., dated August 23, 1999.
- B-37 Amended and Restated Articles of Incorporation of R.S. Andrews Services, Inc., dated September 1, 1995.
- B-38 Amended and Restated Bylaws of R.S. Andrews Services, Inc., dated September 1, 1995.
- B-39 Articles of Incorporation of R.S. Andrews of Stuart II, Inc.
- B-40 Bylaws of R.S. Andrews of Stuart II, Inc., dated November 2, 1999.
- B-41 Articles of Incorporation of R.S. Andrews of Tidewater, Inc.
- B-42 Bylaws of R.S. Andrews of Tidewater, Inc., dated July 26, 1999.
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- B-44 Bylaws of R.S. Andrews of Wilmington, Inc., dated October 6, 1999.
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- B-46 Bylaws of R.S. Andrews of Jonesboro, Inc., dated November 8, 1999.

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- B-48 Bylaws of R.S. Andrews Enterprises of Virginia, Inc., dated December 3, 1998.
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- B-50 Bylaws of R.S. Andrews Enterprises of Tennessee, Inc., dated October 1, 1998.
- B-51 Amended and Restated Articles of Incorporation of Premier Service Systems, Inc.
- B-52 Articles of Dissolution of Premier Service Systems, Inc. dated December 31, 2001
- B-53 Bylaws of Premier Service Systems, Inc., dated August 27, 1996.
- B-54 Articles of Incorporation of RSA Services of Florida, Inc.
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- B-60 Articles of Dissolution of R.S. Andrews of Grapevine, Inc. dated December 31, 2001
- B-61 Articles of Incorporation of R.S. Andrews Home Warranty of Florida, Inc.

- B-62 Articles of Dissolution of R.S. Andrews Home Warranty of Florida, Inc. dated December 31, 2001
- B-63 Articles of Incorporation of R.S. Andrews Home Warranty of Texas, Inc.
- B-64 Articles of Dissolution of R.S. Andrews Home Warranty of Texas, Inc. dated December 31, 2001
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- B-68 Bylaws of R.S. Andrews of Palm Beach, Inc., dated October 13, 1999.
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- B-70 Articles of Dissolution of R.S. Andrews of Sacramento, Inc. dated December 31, 2001
- B-71 Articles of Incorporation of R.S. Andrews Showcase of Atlanta, Inc.
- B-72 Articles of Dissolution of R.S. Andrews Showcase of Atlanta, Inc. dated December 31, 2001
- B-73 Articles of Incorporation of R.S. Andrews of Florida, Inc.
- B-74 Bylaws of R.S. Andrews of Florida, Inc., dated July 30, 1999.
- B-75 Articles of Incorporation, Notice of Intent to Dissolve and Articles of Dissolution of R.S. Andrews of Grand Prairie, Inc.
- B-76 Articles of Incorporation of R.S. Andrews of Stuart I, Inc.
- B-77 Articles of Dissolution of R.S. Andrews of Stuart I, Inc. dated December 31, 2001

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- B-80 Articles of Dissolution of R.S. Andrews Enterprises of Topeka, Inc. dated December 31, 2001
- B-81 Articles of Incorporation of R.S. Andrews of Vero Beach, Inc.
- B-82 Articles of Dissolution of R.S. Andrews of Vero Beach, Inc. dated December 31, 2001
- B-83 Articles of Incorporation, dated November 3, 1992, and Certificate of Amendment, dated December 10, 1996, of KLT Inc.
- B-84 Bylaws of KLT Inc., as amended through February 12, 2001
- B-85 Amended Articles Accepting Close Corporation Law dated May 22, 2000 of KLT Investments Inc.
- B-86 Amended and Restated Bylaws of KLT Investments Inc., dated July 3, 2000.
- B-87 Amended Articles Accepting Close Corporation Law dated May 31, 2000 of KLT Investments II Inc.
- B-88 Amended and Restated Bylaws of KLT Investments II Inc., dated July 3, 2000.
- B-89 Certificate of Incorporation dated April 25, 1997 of Energetechs, Inc.
- B-90 Bylaws of Energetechs, Inc., dated June 30, 1997.
- B-91 Amended Articles Accepting Close Corporation Law dated May 19, 2000 of KLT Energy Services Inc
- B-92 Bylaws of KLT Energy Services Inc., as amended through July 3, 2000

- B-93 Certificate of Formation, dated May 16, 1997, Certificates of Amendment dated January 21, 1998 and August 31, 1999, of Custom Energy Holdings, LLC
- B-94 Amended and Restated Limited Liability Company Agreement dated December 31, 1999 of Custom Energy Holdings, LLC
- B-95 Certificate of Formation dated September 24, 1998 of Strategic Energy, LLC
- B-96 Amended and Restated Limited Liability Company Agreement of Strategic Energy, LLC, dated December 31, 1999, and Amendment No. 1 dated April 27, 2001.
- B-97 Amended Articles Accepting Close Corporation Law dated May 31, 2000 of KLT Gas Inc.
- B-98 Amended and Restated Bylaws of KLT Gas Inc., dated July 3, 2000.
- B-99 Certificate of Formation dated December 19, 1995 of Apache Canyon Gas, LLC
- B-100 Amended and Restated Operating Agreement dated March 17, 1999 of Apache Canyon Gas, LLC
- B-101 Articles of Incorporation, dated November 19, 1999, of Far Gas Acquisition Corporation
- B-102 Amended and Restated Bylaws, dated January 6, 1997, of Far Gas Acquisition Corporation
- B-103 Certificate of Formation dated May 31, 2001 of Forest City, LLC
- B-104 Limited Liability Company Agreement dated May 31, 2001 of Forest City, LLC
- B-105 Certificate of Formation of Forest City Gathering, LLC, dated July 27, 2001.
- B-106 Limited Liability Company Agreement dated August 3, 2001 of Forest City Gathering, LLC
- B-107 Articles of Incorporation for a Close Corporation dated May 20, 1999 of KLT Gas Operating Company

- B-108 Bylaws of KLT Gas Operating Company, dated June 21, 1999.
- B-109 Articles of Organization, dated January 12, 2000, and Amended Articles of Organization, dated January 17, 2000, of Patrick KLT Gas, LLC
- B-110 Members Agreement and Operating Agreement, dated January 14, 2000, of Patrick KLT Gas, LLC
- B-111 Amended Articles Accepting Close Corporation Law dated May 19, 2000 of KLT Telecom Inc.
- B-112 Amended and Restated Bylaws of KLT Telecom Inc., dated July 3, 2000.
- B-113 Certificate of Incorporation, dated May 28, 1997, and Certificate of Amendment, dated June 27, 1997, of Advanced Measurement Solutions, Inc.
- B-114 Bylaws dated June 5, 1997 of Digital Systems Engineering, Inc. (now known as Advanced Measurement Solutions, Inc.)
- B-115 Articles of Organization dated May 12, 1998 of Copier Solutions, LLC
- B-116 Operating Agreement dated June 2, 1998 of Copier Solutions, LLC
- B-117 Restated Certificate of Incorporation dated February 12, 1999 of eChannel, Inc.
- B-118 Certificate of Formation, dated January 8, 1997, and Certificate of Amendment, dated January 20, 1998, of Municipal Solutions, LLC
- B-119 Limited Liability Company Agreement dated January 9, 1997 of Municipal Solutions, LLC
- B-120 Certificate of Formation, dated January 8, 1997, and Certificate of Amendment, dated January 20, 1998, of Telemetry Solutions, LLC
- B-121 Limited Liability Company Agreement dated January 9, 1997 of Telemetry Solutions, LLC

- B-122 Certificate of Organization Limited Liability Company dated August 17, 2000 of Globalutilityexchange.com, LLC
- B-123 Restated Articles of Incorporation dated April 16, 1998 of DTI Holdings, Inc.
- B-124 Bylaws of DTI Holdings, Inc., as amended through April 19, 2001
- B-125 Second Restated Articles of Incorporation dated April 16, 1998 of Digital Teleport, Inc.
- B-126 Bylaws of Digital Teleport, Inc., as amended through April 19, 2001
- B-127 Articles of Organization dated October 31, 2001 of Digital Teleport Nationwide, LLC
- B-128 Articles of Incorporation dated September 18, 1998 of Digital Teleport of Virginia, Inc.
- B-129 Bylaws of Digital Teleport of Virginia, Inc.
- E-1 KCP&L Employee Electrical Appliance and Computer Sales Program
- E-2 KCP&L Residential Heating and Cooling Systems Program
- F-9 Classified plant accounts and related depreciation or amortization reserve schedules of KCP&L for the year ended December 31, 2001.
- F-12 Chart of accounts of KLT Inc. and its subsidiaries as of December 31, 2001
- F-13 Chart of accounts of R.S. Andrews Enterprises, Inc. and its subsidiaries as of December 31, 2001.

2. Item 10. Financial Statements and Exhibits

Exhibit F-11, previously submitted in paper format, is replaced in its entirety with the following Exhibit F-11, which is filed herewith in electronic form. Exhibit F-14 is filed herewith.

Wolf Creek Nuclear Operating Corporation ("WCNOC") does not prepare income or cash flow statements. While WCNOC is considered not to be a public utility company for purposes of the Act, the Kansas Corporation Commission deems WCNOC to be an electric public utility under Kansas state law and requires WCNOC to file an annual report (which is filed herewith as Exhibit E-4).

F-11 Statement of Owners' Assets and Statement of Expenses of Wolf Creek Nuclear Operating Corporation for the year ended December 31, 2001.

F-14 Classified plant accounts and related depreciation or amortization reserve schedules of Wolf Creek Nuclear Operating Corporation for the year ended December 31, 2001.

3. The following exhibits were inadvertently omitted from the 2001 Form U5S and are filed herewith. Copies of the documents listed below which are identified with an asterisk (*) have heretofore been filed with the Commission and are incorporated herein by reference and made a part hereof.

B-130* Shareholders Agreement dated February 6, 2001, between KLT Telecom Inc. and Richard D. Weinstein (Exhibit 10.31 to Form 10-Q for period ended March 31, 2001, File No. 333-50049)

B-131 Stockholders Agreement dated May 29, 1998, by and among R.S. Andrews Enterprises, Inc., Home Service Solutions Inc. and R. Stephen Andrews, individually and in his capacity as Voting Trustee and shareholder's representative, and First Amendment to Stockholders Agreement dated as of April 1, 1999, by and among R. S. Andrews Enterprises, Inc. and the stockholders of the Company set forth on the signature pages.

C-21 Promissory Note dated November 4, 1994, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation in the face amount of \$4,113,163.

C-22 Promissory Note dated June 30, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation in the face amount of \$4,314,704.

- C-23 Promissory Note dated November 3, 1994, due May 15, 2003, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$3,970,378.
- C-24 Promissory Note dated April 1, 1995, due May 15, 2003, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$4,180,451.
- C-25 Promissory Note dated October 1, 1995, due May 15, 2003, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$3,955,768.
- C-26 Promissory Note dated December 9, 1994, due May 15, 2003, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$6,159,643.
- C-27 Promissory Note dated March 31, 1999, due October 1, 2006, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$2,090,419.
- C-28 Promissory Note dated August 18, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$3,863,290.
- C-29 Promissory Note dated July 1, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$3,113,439.
- C-30 Promissory Note dated May 12, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$5,318,971.
- C-31 Promissory Note dated November 2, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$3,243,051.
- C-32 Promissory Note dated March 21, 1997, due May 15, 2005, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$3,563,614.
- C-33 Promissory Note dated March 21, 1997, due May 15, 2006, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$6,712,389.

- C-34 Promissory Note dated January 29, 1998, due May 15, 2006, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$8,613,347.
- C-35 Promissory Note dated March 30, 1999, due October 1, 2008, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$5,547,350.
- C-36 Amendment Agreement entered into among KLT Investments Inc., Kansas City Power & Light Company, Great Plains Energy Incorporated and John Hancock Life Insurance Company relating to certain promissory notes issued by KLT Investments Inc., including the promissory notes included in Exhibits C-21 through C-31, and C-33 through C-35.
- C-37 Amendment Agreement entered into among KLT Investments Inc., Kansas City Power & Light Company, Great Plains Energy Incorporated and Community Reinvestment Fund, Inc., made as of October 1, 2001, relating to the promissory note included in Exhibit C-32.
- C-38 Remaining Shares Put Option Agreement between KLT Telecom Inc. and Richard D. Weinstein, dated February 6, 2001.
- C-39 Remaining Shares Call Option Agreement between Richard D. Weinstein and KLT Telecom Inc., dated February 6, 2001.
- C-40 Lease Agreement dated October 1, 1984, between Kansas Gas and Electric Company and Kansas City Power & Light Company, with letter agreement dated April 9, 1991 between Kansas Gas and Electric Company and Kansas City Power & Light Company.
- C-41 Facilities Use Agreement by and between St. Joseph Light & Power Company and Kansas City Power & Light Company for Access by Kansas City Power & Light Company to the Cooper-Fairport-St. Joseph 345 Kilovolt Interconnection, dated March 5, 1990.

- C-42 Construction and Financing Agreement by and between Associated Electric Cooperative, Inc. and Kansas City Power & Light Company for the Cooper-Fairport-St. Joseph 345 Kilovolt Interconnection, dated March 5, 1990.
- C-43 Short Term Railcar Lease Agreement between Kansas City Power & Light Company and Midwest Generation LLC, dated October 30, 2001.
- C-44 Net Lease of Railroad Equipment between Kansas City Power & Light Company and Pullman Leasing Company, dated January 11, 1989.
- C-45 Master Railcar Lease between The CIT Group/Equipment Financing, Inc. and Kansas City Power & Light Company, dated May 2, 2001.
- C-46 Master Lease Agreement between The Equipment Funding Group, a Division of Provident Commercial Group, Inc. and Kansas City Power & Light Company, dated June 18, 2001.
- C-47* Railcar Lease dated as of April 15, 1994, between Shawmut Bank Connecticut, National Association, and Kansas City Power & Light Company (Exhibit 10 to Form 10-Q for period ended June 30, 1994, File No. 1-707).
- C-48* Railcar Lease dated as of January 31, 1995, between First Security Bank of Utah, National Association, and Kansas City Power & Light Company (Exhibit 10-o to Form 10-K for year ended December 31, 1994, File No. 1-707).
- C-49* Railcar Lease dated as of September 8, 1998, between CCG Trust Corporation and Kansas City Power & Light Company (Exhibit 10(b) to Form 10-Q for period ended September 30, 1998, File No. 1-707).
- E-3 Electric Kansas Supplemental 2001 Annual Report to the State of Kansas State Corporation Commission for the year ending December 31, 2001 of Kansas City Power & Light Company (filed on Form SE)
- E-4 Electric Utility Annual Report of Wolf Creek Nuclear Operating Corporation to the State of Kansas State Corporation Commission for the year ending December 31, 2001 (filed on Form SE).

4. Exhibits filed with this Amendment No. 1.

A listing of all exhibits filed with this Amendment No. 1 follows. Copies of the documents listed below which are identified with an asterisk (*) have heretofore been filed with the Commission and are incorporated herein by reference and made a part hereof.

- B-5 Articles of Incorporation dated February 6, 2001 of Great Plains Power Incorporated
- B-6 Bylaws dated February 6, 2001 of Great Plains Power Incorporated
- B-7 Articles of Incorporation as amended February 4, 2000 of Kansas City Power & Light Receivables Company
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- B-14 Bylaws dated January 29, 1997 of Worry Free Service, Inc.
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- B-104 Limited Liability Company Agreement dated May 31, 2001 of Forest City, LLC
- B-105 Certificate of Formation of Forest City Gathering, LLC, dated July 27, 2001.
- B-106 Limited Liability Company Agreement dated August 3, 2001 of Forest City Gathering, LLC
- B-107 Articles of Incorporation for a Close Corporation dated May 20, 1999 of KLT Gas Operating Company
- B-108 Bylaws of KLT Gas Operating Company, dated June 21, 1999.

- B-109 Articles of Organization, dated January 12, 2000, and Amended Articles of Organization, dated January 17, 2000, of Patrick KLT Gas, LLC
- B-110 Members Agreement and Operating Agreement, dated January 14, 2000, of Patrick KLT Gas, LLC
- B-111 Amended Articles Accepting Close Corporation Law dated May 19, 2000 of KLT Telecom Inc.
- B-112 Amended and Restated Bylaws of KLT Telecom Inc., dated July 3, 2000.
- B-113 Certificate of Incorporation, dated May 28, 1997, and Certificate of Amendment, dated June 27, 1997, of Advanced Measurement Solutions, Inc.
- B-114 Bylaws dated June 5, 1997 of Digital Systems Engineering, Inc. (now known as Advanced Measurement Solutions, Inc.)
- B-115 Articles of Organization dated May 12, 1998 of Copier Solutions, LLC
- B-116 Operating Agreement dated June 2, 1998 of Copier Solutions, LLC
- B-117 Restated Certificate of Incorporation dated February 12, 1999 of eChannel, Inc.
- B-118 Certificate of Formation, dated January 8, 1997, and Certificate of Amendment, dated January 20, 1998, of Municipal Solutions, LLC
- B-119 Limited Liability Company Agreement dated January 9, 1997 of Municipal Solutions, LLC
- B-120 Certificate of Formation, dated January 8, 1997, and Certificate of Amendment, dated January 20, 1998, of Telemetry Solutions, LLC
- B-121 Limited Liability Company Agreement dated January 9, 1997 of Telemetry Solutions, LLC
- B-122 Certificate of Organization Limited Liability Company dated August 17, 2000 of Globalutilityexchange.com, LLC

- B-123 Restated Articles of Incorporation dated April 16, 1998 of DTI Holdings, Inc.
- B-124 Bylaws of DTI Holdings, Inc., as amended through April 19, 2001
- B-125 Second Restated Articles of Incorporation dated April 16, 1998 of Digital Teleport, Inc.
- B-126 Bylaws of Digital Teleport, Inc., as amended through April 19, 2001
- B-127 Articles of Organization dated October 31, 2001 of Digital Teleport Nationwide, LLC
- B-128 Articles of Incorporation dated September 18, 1998 of Digital Teleport of Virginia, Inc.
- B-129 Bylaws of Digital Teleport of Virginia, Inc.
- B-130* Shareholders Agreement dated February 6, 2001, between KLT Telecom Inc. and Richard D. Weinstein (Exhibit 10.31 to Form 10-Q for period ended March 31, 2001, File No. 333-50049)
- B-131 Stockholders Agreement dated May 29, 1998, by and among R.S. Andrews Enterprises, Inc., Home Service Solutions Inc. and R. Stephen Andrews, individually and in his capacity as Voting Trustee and shareholder's representative, and First Amendment to Stockholders Agreement dated as of April 1, 1999, by and among R. S. Andrews Enterprises, Inc. and the stockholders of the Company set forth on the signature pages.
- C-21 Promissory Note dated November 4, 1994, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation in the face amount of \$4,113,163.
- C-22 Promissory Note dated June 30, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation in the face amount of \$4,314,704.
- C-23 Promissory Note dated November 3, 1994, due May 15, 2003, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$3,970,378.

- C-24 Promissory Note dated April 1, 1995, due May 15, 2003, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$4,180,451.
- C-25 Promissory Note dated October 1, 1995, due May 15, 2003, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$3,955,768.
- C-26 Promissory Note dated December 9, 1994, due May 15, 2003, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$6,159,643.
- C-27 Promissory Note dated March 31, 1999, due October 1, 2006, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$2,090,419.
- C-28 Promissory Note dated August 18, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of Corporate Credit Inc. in the face amount of \$3,863,290.
- C-29 Promissory Note dated July 1, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$3,113,439.
- C-30 Promissory Note dated May 12, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$5,318,971.
- C-31 Promissory Note dated November 2, 1995, due May 15, 2004, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$3,243,051.
- C-32 Promissory Note dated March 21, 1997, due May 15, 2005, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$3,563,614.
- C-33 Promissory Note dated March 21, 1997, due May 15, 2006, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$6,712,389.

- C-34 Promissory Note dated January 29, 1998, due May 15, 2006, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$8,613,347.
- C-35 Promissory Note dated March 30, 1999, due October 1, 2008, issued by KLT Investments Inc. to the order of NDH Capital Corporation Inc. in the face amount of \$5,547,350.
- C-36 Amendment Agreement entered into among KLT Investments Inc., Kansas City Power & Light Company, Great Plains Energy Incorporated and John Hancock Life Insurance Company relating to certain promissory notes issued by KLT Investments Inc., including the promissory notes included in Exhibits C-21 through C-31, and C-33 through C-35.
- C-37 Amendment Agreement entered into among KLT Investments Inc., Kansas City Power & Light Company, Great Plains Energy Incorporated and Community Reinvestment Fund, Inc., made as of October 1, 2001, relating to the promissory note included in Exhibit C-32.
- C-38 Remaining Shares Put Option Agreement between KLT Telecom Inc. and Richard D. Weinstein, dated February 6, 2001.
- C-39 Remaining Shares Call Option Agreement between Richard D. Weinstein and KLT Telecom Inc., dated February 6, 2001.
- C-40 Lease Agreement dated October 1, 1984, between Kansas Gas and Electric Company and Kansas City Power & Light Company, with letter agreement dated April 9, 1991 between Kansas Gas and Electric Company and Kansas City Power & Light Company.
- C-41 Facilities Use Agreement by and between St. Joseph Light & Power Company and Kansas City Power & Light Company for Access by Kansas City Power & Light Company to the Cooper-Fairport-St. Joseph 345 Kilovolt Interconnection, dated March 5, 1990.

- C-42 Construction and Financing Agreement by and between Associated Electric Cooperative, Inc. and Kansas City Power & Light Company for the Cooper-Fairport-St. Joseph 345 Kilovolt Interconnection, dated March 5, 1990.
- C-43 Short Term Railcar Lease Agreement between Kansas City Power & Light Company and Midwest Generation LLC, dated October 30, 2001.
- C-44 Net Lease of Railroad Equipment between Kansas City Power & Light Company and Pullman Leasing Company, dated January 11, 1989.
- C-45 Master Railcar Lease between The CIT Group/Equipment Financing, Inc. and Kansas City Power & Light Company, dated May 2, 2001.
- C-46 Master Lease Agreement between The Equipment Funding Group, a Division of Provident Commercial Group, Inc. and Kansas City Power & Light Company, dated June 18, 2001.
- C-47* Railcar Lease dated as of April 15, 1994, between Shawmut Bank Connecticut, National Association, and Kansas City Power & Light Company (Exhibit 10 to Form 10-Q for period ended June 30, 1994, File No. 1-707).
- C-48* Railcar Lease dated as of January 31, 1995, between First Security Bank of Utah, National Association, and Kansas City Power & Light Company (Exhibit 10-o to Form 10-K for year ended December 31, 1994, File No. 1-707).
- C-49* Railcar Lease dated as of September 8, 1998, between CCG Trust Corporation and Kansas City Power & Light Company (Exhibit 10(b) to Form 10-Q for period ended September 30, 1998, File No. 1-707).
- E-1 KCP&L Employee Electrical Appliance and Computer Sales Program
- E-2 KCP&L Residential Heating and Cooling Systems Program
- E-3 Electric Kansas Supplemental 2001 Annual Report to the State of Kansas State Corporation Commission for the year ending December 31, 2001 of Kansas City Power & Light Company (filed on Form SE)

- E-4 Electric Utility Annual Report of Wolf Creek Nuclear Operating Corporation to the State of Kansas State Corporation Commission for the year ending December 31, 2001 (filed on Form SE).
- F-9 Classified plant accounts and related depreciation or amortization reserve schedules of KCP&L for the year ended December 31, 2001.
- F-11 Statement of Owners' Assets and Statement of Expenses of Wolf Creek Nuclear Operating Corporation for the year ended December 31, 2001.
- F-12 Chart of accounts of KLT Inc. and its subsidiaries as of December 31, 2001. (pursuant to Rule 26(b)).
- F-13 Chart of accounts of R.S. Andrews Enterprises, Inc. and its subsidiaries as of December 31, 2001. (pursuant to Rule 26(b)).
- F-14 Classified plant accounts and related depreciation or amortization reserve schedules of Wolf Creek Nuclear Operating Corporation for the year ended December 31, 2001.

SIGNATURE

Pursuant to the requirements of the Public Utility Holding Company Act of 1935, the Registrant has duly caused this Amendment No. 1 to the annual report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated May 21, 2002.

Great Plains Energy Incorporated

/s/ Andrea F. Bielsker

Andrea F. Bielsker

Senior Vice President - Finance,
Chief Financial Officer and
Treasurer

FILED
FEB 06 2001
/s/Matt Blunt
SECRETARY OF STATE

State of Missouri
Rebecca McDowell Cook, Secretary of State

(SEAL OF THE SECRETARY OF STATE
MISSOURI)

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, Mo. 65101

Articles of Incorporation
(to be submitted in duplicate)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

Article One

The name of the corporation is Great Plains Power Incorporated.

Article Two

The address, including street and number, if any, of the corporation's initial registered office in this state is 1201 Walnut, Kansas City, Missouri 64106 and the name of its initial agent at such address is Jeanie Sell Latz.

Article Three

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be:

Five Hundred (500) shares, all of which shall be no par common stock.

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions, or special or relative rights, including convertible rights, in respect to the shares herein authorized.

Article Four

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

No holder of outstanding shares of any class shall have any preemptive right to subscribe for or acquire shares of stock or any securities of any kind issued by the Corporation.

Article Five

The name and place of residence of each incorporator is as follows:

Name	Street	City
Marcus Jackson	10205 West 121st Street	Overland Park, KS

Article Six

(Designate which and complete the applicable paragraph.)

- (X) The number of directors to constitute the first board of directors is ten (10). Thereafter the number of directors shall be fixed by, or in the manner provided by the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change. (NOTE: If the number of directors is to be one or two, do not check this box.)

OR

- () The number of directors to constitute the board of

directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

Article Seven

The duration of the corporation is perpetual. (indicate either perpetual or the date the corporation expires)

Article Eight

The corporation is formed for the following purposes:

To acquire or build generation facilities or to engage in any other lawful purpose.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed on February 6, 2001 (month/day/year).

/s/Marcus Jackson Marcus Jackson
Signature Printed Name

State of MISSOURI)
) ss
County of JACKSON)

I, Jacquetta L. Hartman, A Notary Public, do hereby certify that on February 6, 2001, personally appeared before me Marcus Jackson, who being duly sworn by me, acknowledged that he/she signed as his/her own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal or Stamp) /s/Jacquetta L. Hartman
(Jacquetta L. Hartman Notary Public
Notary Public-Notary Seal My Commission Expires April 8, 2004
STATE OF MISSOURI
RAY COUNTY My County of Commission Ray
MY COMMISSION EXP.
APR. 8, 2004)

FILED
FEB 06 2001
/s/Matt Blunt
SECRETARY OF STATE

Adopted February 6, 2001

GREAT PLAINS POWER INCORPORATED

BY-LAWS

FEBRUARY 6, 2001

GREAT PLAINS POWER INCORPORATED

BY-LAWS

ARTICLE I

Offices

Section 1. The registered office of the Corporation in the State of Missouri shall be at 1201 Walnut, in Kansas City, Jackson County, Missouri.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shareholders

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the first Tuesday of May in each year, if not a legal holiday, and if a legal holiday, then on the first succeeding day which is not a legal holiday, at ten o'clock in the forenoon, for the purpose of electing directors of the Company and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the Chairman of the Board, by the President, by the Board of Directors, or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Failure to comply with the requirements of this Section

shall not affect the validity of any action taken at any such meeting.

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

In all elections for directors, each shareholder shall be entitled to one vote for each share owned by him or her, and each shareholder may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates. There shall be no cumulative voting.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these By-Laws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the by-laws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The Chairman of the Board, or in his absence the President of the Corporation, shall convene all meetings of the shareholders and shall act as chairman thereof. The Board of Directors may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the Chairman of the Board and the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Articles of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

Section 1. The property, business and affairs of the Corporation shall be managed and controlled by a Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the shareholders.

Section 2. The Board of Directors shall consist of ten directors who shall be elected at the annual meeting of the shareholders. Each director shall be elected to serve until the next annual meeting of the shareholders and until his successor shall be elected and qualified. Directors need not be shareholders.

Section 3. In case of the death or resignation of one or more of the directors of the Corporation, a majority of the remaining directors, though less than a quorum, may fill the vacancy or vacancies until the successor or successors are elected at a meeting of the shareholders. A director may resign at any time and the acceptance of his resignation shall not be required in order to make it effective.

Section 4. The Board of Directors may hold its meetings either within or without the State of Missouri at such place as shall be specified in the notice of such meeting, and members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar conversations whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 5. Regular meetings of the Board of Directors

shall be held at such time and place as the Board of Directors by resolution shall from time to time determine. The Secretary shall give at least three days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the President or two members of the Board and shall be held at such place as shall be specified in the notice of such meeting. The Secretary shall give not less than one day's notice of the time, place and purpose of each such meeting to each director in the manner provided in Section 9 of this Article III.

Section 7. 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 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the articles of consolidation or by these By-Laws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these By-Laws notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone or by telegram addressed to such director at such address as appears on the books of the Corporation, or by hand delivery to the regular office of the director, or by mail by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to such director at such address as appears on the books of the Corporation. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, telegraphed, hand delivered or mailed.

Attendance of a director at any 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.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the President of the Corporation and two additional directors who shall be elected by the Board of Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the Committee, and shall be held at such time and place as shall be specified in the notice of such meeting and shall be subject to the provisions of Section 4 of this Article III. The Secretary shall give at least one day's notice of the time, place and purpose of each such meeting to each Committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Kansas City, Missouri, at least three days' notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the Committee members shall constitute a quorum and the unanimous act of all the members of the Committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. In addition to the Executive Committee provided for by these By-Laws, the Board of Directors, by resolution adopted by a majority of the whole Board of Directors, (i) shall

designate, as standing committees, an Audit Committee, a Compensation Committee and a Governance Committee, and (ii) may designate one or more special committees, each consisting of two or more directors. Each standing or special committee shall have and may exercise so far as may be permitted by law and to the extent provided in such resolution or resolutions or in these By-Laws, the responsibilities of the business and affairs of the corporation. The Board of Directors may, at its discretion, appoint qualified directors as alternate members of a standing or special committee to serve in the temporary absence or disability of any member of a committee. Except where the context requires otherwise, references in these By-Laws to the Board of Directors shall be deemed to include the Executive Committee, a standing committee or a special committee of the Board of Directors duly authorized and empowered to act in the premises.

Section 15. Each standing or special committee shall record and keep a record of all its acts and proceedings and report the same from time to time to the Board of Directors.

Section 16. Regular meetings of any standing or special committee, of which no notice shall be necessary, shall be held at such times and in such places as shall be fixed by majority of the committee. Special meetings of a committee shall be held at the request of any member of the committee. Notice of each special meeting of a committee shall be given not later than one day prior to the date on which the special meeting is to be held. Notice of any special meeting need not be given to any member of a committee, if waived by him in writing or by telegraph before or after the meeting; and any meeting of a committee shall be a legal meeting without notice thereof having been given, if all the members of the committee shall be present.

Section 17. A majority of any committee shall constitute a quorum for the transaction of business, and the act of a majority of those present, by telephone conference call or otherwise, at any meeting at which a quorum is present shall be the act of the committee. Members of any committee shall act only as a committee and the individual members shall have no power as such.

Section 18. The members or alternates of any standing or special committee shall serve at the pleasure of the Board of Directors.

Section 19. If all the directors severally or collectively shall consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

ARTICLE IV

Officers

Section 1. The officers of the Corporation may include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the Board of Directors. The office of the Vice President may or may not be filled as may be deemed advisable by the Board of Directors.

Section 3. The Board of Directors may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE V

Powers and Duties of Officers

Section 1. The President shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the shareholders and at all meetings of the Board of Directors, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 2. The President shall have general and active management of, and exercise general supervision of, the business

and affairs of the Corporation, subject, however, to the right of the Board of Directors to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 4. The Secretary shall attend all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the Board of Directors and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 6. Unless otherwise ordered by the Board of Directors, the Chairman of the Board, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

Certificates of Stock

Section 1. The Board of Directors shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the Chairman of the Board, the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors, only

on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

Dividends

Dividends may be declared at such times as the Board of Directors shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

Fiscal Year

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Corporation to be made to the shareholders.

ARTICLE IX

Waiver of Notice

Whenever by statute or by the Articles of Incorporation or by these By-Laws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

Indemnification by the Corporation

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

Amendments

The Board of Directors may make, alter, amend or repeal By-Laws of the Corporation by a majority vote of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal By-Laws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

As Amended February 4, 2000

ARTICLES OF INCORPORATION

KANSAS CITY POWER & LIGHT RECEIVABLES COMPANY

ARTICLE ONE
NAME

The name of the corporation (the "Corporation") is:
"Kansas City Power & Light Receivables Company".

ARTICLE TWO
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is One Commerce Center, Suite 800, City of Wilmington, County of New Castle. Its registered agent at such address is Peter H. Sorensen.

ARTICLE THREE
OBJECTS AND POWERS

The nature of the Corporation's business, and its objects, purposes and powers are as follows:

- (1) to enter into any agreement to purchase for purposes of facilitating securitization transactions, purchase loans secured by or otherwise acquire, own, hold, sell, transfer, exchange or dispose of interests in, or undivided interests in, accounts, securities, or other assets of KANSAS CITY POWER & LIGHT COMPANY and/or its affiliates which qualify as financial assets under generally accepted accounting principles (all such assets, "Permitted Assets");
- (2) to enter into agreements providing for the sale issuance of beneficial interests in the form of debt securities, equity securities or sales of Permitted Assets or undivided interests therein (the "Permitted Sales");
- (3) to enter into, and perform, any agreement providing for the borrowing by the Corporation to facilitate any activity authorized herein, either on an unsecured basis or secured by a pledge of all or any portion of the Corporation's assets, provided that all such borrowings shall be either from KANSAS CITY POWER & LIGHT COMPANY or in the form of a securitization transaction as described in clauses (1) or (2) above (all of the foregoing, "Permitted Financings");
- (4) pending distribution to holders of beneficial interests (including debt securities), to invest proceeds in short term interest earning assets that mature no later than the next scheduled date the proceeds must be distributed from the Permitted Financings and the Permitted Sales in financial assets, as determined by the Corporation's Board of Directors or any officer or agent exercising authority delegated by the Corporation's Board of Directors;
- (5) to service, administer and collect (collectively, "servicing") the Permitted Assets, the Permitted Sales and the Permitted Financings, and to enter into contracts and subcontracts providing for servicing and the delegation of such servicing;
- (6) to enter into any agreement providing for the governance, management and administration of the activities of the Corporation; and
- (7) to transact any business, to engage into and perform any agreement, to engage in any act or activity, and to exercise all powers authorized herein or permitted to corporations by the General Corporation Law of Delaware, but only to the extent that such business, acts, activity or powers are incident or necessary to the foregoing or to the accomplishment of such objects, purposes and powers.

ARTICLE FOUR
CAPITAL STOCK

4.1. Total Number of Shares. The total number of shares of all classes of capital stock ("Shares") which the Corporation shall have the authority to issue is 10,000, consisting of 10,000 Shares of common stock, \$0.01 par value per share ("Common Stock").

4.2. Dividends. Dividends upon all classes and series of Shares shall be payable only when, as and if declared by the Board of Directors from funds lawfully available therefor, which funds shall include, without limitation, the Corporation's capital surplus. Dividends upon any series of Shares may be paid in cash, property, or Shares or other securities or evidences of indebtedness of the Corporation or any other issuer, as may be determined by resolution or resolutions of the Board of Directors.

ARTICLE FIVE DIRECTORS

5.1. Number of Directors. The Board of Directors of the Corporation shall consist of not less than three nor more than five members, including at least one person who is Independent, and who shall otherwise qualify as provided in subsection 9.6.1 hereof. To the fullest extent permitted by applicable law, including the General Corporation Law of the State of Delaware as in effect from time to time, each Independent Director's fiduciary duty in respect of any decision on any matter referred to in Article Nine shall be to the Corporation (including its creditors) rather than solely to the Corporation's stockholders. In furtherance of the foregoing, when voting on matters subject to the vote of the Board of Directors, including those matters referred to in Article Nine, notwithstanding that the Corporation is not then insolvent, each Independent Director shall take into account the interests of the creditors of the Corporation as well as the interests of the Corporation.

5.2. Reliance upon Records, etc. A member of the Board of Directors, or a member of any committee designated by the Board of Directors, shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees or committees of the Board of Directors, or by any person as to matters the member reasonably believes are within such other person's professional, expert or other competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE SIX INDEMNIFICATION

6.1. Indemnification.

6.1.1. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, arbitral, governmental, administrative, investigative or otherwise (hereinafter, a "Proceeding"), by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer or employee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer or employee or in any other capacity while serving as a director, officer or employee, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including penalties, fines, judgments, reasonable attorneys' fees and charges, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person (other than pursuant to subsection 6.1.2) only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this subsection 6.1.1 shall be a contract right and shall include the right to be paid by the Corporation the reasonable expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and in any other capacity in which service was or is rendered by such person while a director or officer,

including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this subsection 6.1.1 or otherwise.

6.1.2. If a claim which the Corporation is obligated to pay under subsection 6.1.1 is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the reasonable expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claims, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

6.1.3. The provisions of this Section 6.1 shall cover claims, actions, suits and proceedings, civil or criminal, whether now pending or hereafter commenced, and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place. If any part of this Section 6.1 should be found to be invalid or ineffective in any proceeding, the validity and effectiveness of the remaining provisions shall not be affected.

6.1.4. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 6.1 are non-exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, or any Corporation By-Law, insurance policy or agreement, vote of shareholders or disinterested directors or otherwise.

6.1.5. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

6.1.6. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any agent of the Corporation to the fullest extent of the provisions of this Section 6.1 with respect to the indemnification and advancement of expenses of directors, officers and employees of the Corporation.

6.2. Limitation of Monetary Damages. A director shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except this provision shall not eliminate liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for unlawful payment or dividend or unlawful stock purchase or redemption under Delaware General Corporation Law, Section 174, or (d) for any transaction from which the director derived an improper personal benefit.

Any repeal or modification of this Section 6.2 by the Corporation's shareholders shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the

Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law.

6.3. Severability. In the event that any of the provisions of this Article Six (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

ARTICLE SEVEN
INCORPORATOR

The name and mailing address of the incorporator is:

Name	Mailing Address
Jeanie Sell Latz	1201 Walnut - 21J Kansas City, Missouri 64106-2124

ARTICLE EIGHT
INITIAL DIRECTORS

The names and mailing addresses of the initial directors of the Corporation, each of whom shall serve as a director until the first annual meeting of Shareholders of until then successors are elected and qualify, are:

Andrea F. Bielsker
Kansas City Power & Light Company
1201 Walnut - 19E
Kansas City, Missouri 64106-2124

Jeanie S. Latz
Kansas City Power & Light Company
1201 Walnut - 21J
Kansas City, Missouri 64106-2124

Peter H. Sorensen
Lord Securities Corporation
Two Wall Street, 7th Floor
New York, New York 10005

ARTICLE NINE
SPECIAL PROVISIONS

In furtherance and not in limitation of the powers conferred herein and by law, the following provisions for regulation of the Corporation, its directors and shareholders are hereby established:

9.1. Purchase of Shares. The Corporation shall have the right to purchase, take, receive or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of its own Shares to the full extent of undivided profits, earned surplus, capital surplus or other surplus or any other funds lawfully available therefor.

9.2. Transactions with Certain Persons. No contract or other transaction between the Corporation and one or more of its directors or officers or between the Corporation or any other person, corporation, firm, association or entity in which one or more of its directors or officers are directors or officers or are financially interested, shall be void or voidable because of such relationship or interest, or because such director or officer is present at or participates in a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or solely because his or her or their votes are counted for such purpose, if such contract or transaction is permitted by the Delaware General Corporation Law, Section 144, as now or hereafter in effect.

9.3. Transfer Restrictions, etc. Written restrictions on the transfer or registration of transfer of the Corporation's Shares, securities or evidences of indebtedness or any interest therein may be entered into as part of an agreement, adopted as By-Laws, or recognized by the Corporation as the Corporation's Board of Directors may determine by resolution or resolutions. Any such transfer restrictions shall be noted conspicuously on the security or evidence of indebtedness. The Corporation may from time to time enter into any agreement to which all, or less than all, holders of record of the Corporation's issued and outstanding Shares are parties, restricting the transfer or registration of transfer of any or all of the Corporation's Shares, upon such reasonable terms and conditions as may be approved by resolution or resolutions adopted by the Corporation's Board of Directors.

9.4. No Liability of Shareholders. The holders of

Corporation Shares shall not be personally or otherwise liable to any extent whatsoever for the payment of the Corporation's debts, liabilities and obligations, and the private property of the holders of Corporation Shares shall not be subject to the payment of the Corporation's debts, liabilities and obligations to any extent whatsoever.

9.5. Compromises and Arrangements with Creditors. [intentionally deleted].

9.6. Corporate Separateness. At all times from and after the establishment of the Corporation:

9.6.1. At least one of the Corporation's directors shall be a person who is Independent (each such director, an "Independent Director"); and

9.6.2. The Corporation's assets (other than collections on accounts receivable which may be commingled with the funds of the Person collecting such accounts receivable) will not be commingled with those of any other Person; and

9.6.3. The Corporation will maintain separate corporate records and books of account from those of any other Person; and

9.6.4. The Corporation will conduct its business from an office separate from any direct or ultimate parent of the Corporation.

9.7. Election of Directors. Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

9.8. Bankruptcy, Dissolution, Merger, Indebtedness.

9.8.1. Notwithstanding any other provision of this Certificate of Incorporation, the unanimous approval of the Board of Directors, including the approval of the Independent Director, is required for any of the following: (a) the filing by the Corporation of a voluntary bankruptcy petition under Section 301 of the Bankruptcy Code, 11 U.S.C. 301, or any successor thereto; (b) any merger, consolidation or other combination of the Corporation with any other entity, including KANSAS CITY POWER & LIGHT COMPANY; (c) the sale of any assets of the Corporation except for Permitted Sales; (d) the amendment of this Certificate of Incorporation; or (e) the establishment of investment guidelines and criteria for investing proceeds from Permitted Financings and Permitted Sales.

9.8.2. Notwithstanding any other provision of this Certificate of Incorporation and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, while any Permitted Sale, Permitted Financing or other indebtedness of the Corporation is outstanding, do any of the following: (a) voluntarily dissolve the Corporation; or (b) other than any indebtedness (i) in connection with a Permitted Financing and (ii) in connection with the acquisition of Permitted Assets and any agreements entered into in connection therewith, incur any additional indebtedness of liability for borrowed money, or assume or guaranty any indebtedness or liability for borrowed money of any entity.

9.9. Certain Definitions. As used herein, the following terms shall have the following meanings:

"Affiliate" means any Person, other than the Corporation, that controls, is controlled by, or under common control with the Corporation. For the purposes hereof, a Person shall be considered to be controlled by another Person if the latter Person, directly or through one or more other "controlled" Persons, (i) possesses the authority to appoint 50% or more of the governing body of the controlled Person, (ii) owns 50% or more of the voting stock of the controlled Person, or (iii) is governed by a governing body whose members, or some of them, comprise at least 50% of the governing body of the controlled Person.

"Independent" means, with respect to the Corporation, any Person: (i) who is not an officer, an employee, a pensioner, or a beneficial owner, directly or indirectly of 10% or more of any equity interest in the Corporation or any Affiliate thereof, and who is not related by blood, marriage or adoption with any of the foregoing Persons; (ii) who has not been an employee of the Corporation or any Affiliate in the last five years; (iii) who is not affiliated with, or employed by, any Person providing services to, any of the Corporation's significant customers or suppliers; (iv) who is not affiliated with any tax exempt or other organization that receives significant contributions from the Corporation or any of its Affiliates; and (v) who has not provided and is not providing directly or indirectly, whether or not

through any related corporation, partnership, limited liability company, limited liability partnership or other Person, legal, accounting or investment banking services for the Corporation or any Affiliate. In the case of an accountant, an accountant will only be Independent for purposes hereof only where he or she also meets the criteria of independence described in SEC Regulation S-X, Rule 2-01(B) and does not otherwise provide any professional services directly or indirectly to the Corporation or its Affiliates and none of his or her professional affiliates having managerial responsibilities participate in any such services. A Person that is otherwise Independent of the Corporation shall not be precluded from serving as an Independent Director by virtue of his or her service as a director of any direct or indirect subsidiary of the Corporation which has articles of incorporation or a certificate of incorporation with a limited purpose similar to the Corporation's.

"Person" means any individual, partnership, corporation, trust, unincorporated association, limited liability company, joint venture or other entity, or any government, or any government agency, authority or political subdivision thereof, or any other form of entity.

9.10. Amendments. The Corporation reserves the right to amend, alter, change or repeal any provision (except Article Three and Sections 5.1, 9.5, 9.6, 9.8, 9.9 and 9.10) contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute or this Certificate of Incorporation, and all rights conferred upon shareholders herein are granted subject to this reservation.

9.11. By-Laws. The Corporation's Board of Directors is authorized and empowered to amend, alter, change or repeal the Corporation's By-Laws and to adopt new By-Laws; provided, however, that the provisions of Sections 1,2,10,12,14,15 and 16 of Article III; Section 2 of Article VI; and the final sentence of Article XII of the Corporation's By-laws shall not be amended, altered or changed without the consent of the majority of its Directors including the Independent Director.

ARTICLE TEN DURATION

The Corporation shall have perpetual duration and existence.

KANSAS CITY POWER & LIGHT RECEIVABLES COMPANY

BY-LAWS

ARTICLE I
OFFICES

Section 1. Principal and Registered Office. The Corporation's principal office shall be in the City of Kansas City, County of Jackson, State of Missouri. The Corporation's registered office in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the States of Missouri and Delaware, as the Board of Directors may from time to time determine or the business of the Corporation may require to the extent not prohibited by law.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 1. Location. All meetings of shareholders shall be held at the Corporation's principal office in Kansas City, Missouri, or at such other place either within or without the States of Missouri or Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings of shareholders shall be held on the date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At the annual meeting, the shareholders shall elect a Board of Directors by plurality vote, and shall transact any other business as may properly come before the meeting.

Section 3. Notice of Annual Meeting. Written notice of the annual meeting stating the place, day and hour of the meeting shall be given to each shareholder of record entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting.

Section 4. Special Meetings. Special meetings of shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman or the President, or a majority of the Board of Directors, or upon the written request of shareholders owning not less than 25% of all shares of capital stock of the Corporation issued and outstanding and entitled to vote at such meeting. Such request by the shareholders shall state specifically the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meetings. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given to each shareholder entitled to vote at such meeting, not less than 10 nor more than 60 days before the date of the meeting.

Section 6. Business of Special Meetings. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 7. Shareholder List. The officer who has charge of the Corporation's stock ledger shall prepare and make at least 10 days before every meeting of shareholders, a complete list of shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be available for inspection by any shareholder for any purpose germane to the meeting during ordinary business hours for a period of at least 10 days prior to the meeting either at a place within the city where the meeting is to be held which place is specified in the notice of the meeting or at the place where the meeting is to be held. The list of shareholders entitled to vote also shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present. The original stock transfer books shall be the only evidence as to the shareholders entitled to examine the shareholder list or stock transfer book, or to vote at any meeting of shareholders.

Section 8. Quorum. The holders of a majority of the Corporation's shares issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of shareholders for the transaction of business except as otherwise provided by the Delaware General Corporation Law or the Certificate of Incorporation. If, however, such quorum is not present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by

proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, written notice of the adjourned meeting shall be given to the shareholders entitled to vote at the meeting. Every meeting of the shareholders may be adjourned from time to time until its business is completed, and except as provided herein or by applicable law, no notice need be given of such adjourned meeting.

Section 9. Action by Shareholders. When a quorum is present at any meeting, the vote of the holders of a majority of the shares having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Delaware General Corporation Law or the Certificate of Incorporation, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 10. Voting. Each shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share having voting power held by such shareholder, except as may otherwise be provided in the Certificate of Incorporation or any Certificate of Designation thereunder.

Section 11. Waiver of Notice. Whenever any notice is required to be given to any shareholder, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. Action Without a Shareholders' Meeting. Any action required to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares entitled to vote on such matters having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Any such consent shall be delivered to the Corporation at its registered office in the State of Delaware, its principal place of business, or to an officer or agent of the Corporation having custody of the minutes of the proceedings of the shareholders. Any delivery made to the Corporation's registered office of corporate action by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

Section 13. Form of Written Consent. Every written consent by a shareholder or shareholders shall bear the date of signature of each shareholder who signs the consent. No written consent shall be effective with respect to the action referred therein, unless, within 60 days of the earliest date of consent delivered as required by these By-Laws and the Delaware General Corporation Law, written consents signed by a sufficient number of shareholders to take action are delivered to the Corporation by delivery as provided in Section 12 of this Article II.

ARTICLE III BOARD OF DIRECTORS

Section 1. General, Powers; Number, Tenure and Qualifications. The Corporation's business, properties and affairs shall be managed by its Board of Directors (the "Board"), comprised of the number and type of directors determined in the Certificate of Incorporation. Directors shall be elected at each annual meeting of the shareholders, and shall hold office as provided in the Certificate of Incorporation and until their successors are elected and qualified. At all times, at least one member of the Board of Directors shall be an "Independent Director" (as defined in Section 9.6.1 of the Certificate of Incorporation and as further provided in Section 5.1 thereof).

Section 2. Vacancies. Vacancies in the Board shall be filled by the affirmative vote of a majority of the remaining directors even though such remaining directors constitute less than a quorum of the Board. A director elected to fill a vacancy shall serve a term as provided in the Certificate of Incorporation. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual or special meeting of shareholders. If there are no

directors in office, then the shareholders may hold a special meeting to elect directors, at least one of whom shall be an Independent Director.

Section 3. Location of Meetings. Meetings of the Board, regular or special, shall be held at the Corporation's principal office unless otherwise specified in the notice thereof, in which event the meeting shall be held where specified in the notice, either within or without the States of Missouri or Delaware.

Section 4. Organizational Meetings. The first meeting of each newly-elected Board shall be held on the day and time specified by the Corporation's Board. No notice of such meeting shall be necessary to the newly-elected directors in order to legally constitute the meeting, provided a quorum is present.

Section 5. Regular Meetings. Regular meetings of the Board shall be held at such times and places as the Board by resolution may determine.

Section 6. Special Meetings. Special meetings of the Board may be called by the Chairman or President on 24 hours' personal, telephonic, telegraphic or facsimile notice to each director, or on three days' written notice to each director. Upon the written request of a majority of directors constituting the whole Board, special meetings may be called by the Chairman or President, and appropriate notice given. Any notice or waiver thereof of a special meeting, whether personal, telephonic, telegraphic or written, need not include a statement of the business to be transacted at, nor the purposes of, such special meeting except as expressly required by statute, the Corporation's Certificate of Incorporation or these By-Laws. Meetings of any committee of the Board may be called by the Chairman, the President, or by the chairman of the committee, at any time upon personal, telephonic, telegraphic or written notice to each member of such committee and need not include a statement of the business to be transacted at, nor the purposes of, such special meeting.

Section 7. Meetings by Conference Telephone, etc. Meetings of the Board, and of any committee thereof, may be held by means of a conference telephone or equivalent communication equipment by which all persons participating in the meeting can hear each other simultaneously. Participation by such means shall constitute presence in person at any such meeting.

Section 8. Quorum. At all meetings of the Board, a majority of the directors then holding office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may otherwise specifically be provided by statute, the Certificate of Incorporation or these By-Laws. If a quorum is not present at any meeting of the Board, the directors present may adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum shall be present.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting or vote, if a written consent setting forth the action taken is signed by all members of the Board or committee, as the case may be, and such written consent or consents are filed with the minutes of proceedings of the Board or of such committee. Such consents shall have the same effect on a unanimous vote of the Board.

Section 10. Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. Any such committee, to the extent provided in the resolution or resolutions of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation during intervals between meetings of the Board, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have any power or authority to declare a dividend or distribution from capital or earned surplus, issue shares of the Corporation, amend the Certificate of Incorporation, adopt an agreement of merger or consolidation, recommend to the shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommend to the shareholders a dissolution of the Corporation or a revocation thereof, fill vacancies in the Board, or amend these By-Laws, authorize the issuance of stock or adopt a certificate of ownership and merger pursuant to Delaware General Corporation Law, Section 253, or adopt any plan of bankruptcy or reorganization under the United States Bankruptcy Code, as amended (the "Bankruptcy Code") or any similar state laws, or otherwise take any action described in Sections 15 or 16 of this Article III or any other action which requires the consent of the Independent Director. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board.

Section 11. Committee Minutes and Reports. Each

committee shall keep regular minutes of its meetings and report the same to the Board whenever required or requested.

Section 12. Compensation. The Board shall have the authority to fix the compensation of directors. The directors may be paid a fixed sum for attendance at each meeting of the Board and/or a stated salary as directors. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving-compensation therefor. Members of special or standing committees may be compensated for attending committee meetings. The Independent Director shall be paid an annual fee of not less than \$2,500.

Section 13. Transactions with Directors, etc. Insofar as not prohibited by applicable law, no contract or other transaction between the Corporation and one or more of its directors or any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be either void or voidable because of such relationship or interest, or because such director or directors are present at or participates in the meeting of the Board or a committee thereof which authorizes, approves or ratifies such contract or transaction or solely because his or their votes are counted for such purpose, if the contract or transaction is fair and reasonable to the Corporation and if either:

(a) The material facts as to such relationship or interest and as to the contract or transaction are disclosed or are known to the Board or committee which, in good faith, authorizes, approves or ratifies the contract or transaction by the affirmative vote or consent of a majority of the disinterested directors even though the disinterested directors are less than a quorum; or

(b) The material facts as to his relationship or interest and as to such contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote or written consent of the shareholders; or

(c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board or a committee thereof or by the shareholders.

Section 14. Removal of Directors. Any director may be removed from office only for cause, and the Independent Director may only be removed if a successor Independent Director has been designated who is qualified under the Certificate of Incorporation, and who is willing and able to serve as the Independent Director effective immediately upon the removal of such Independent Director.

Section 15. Institution of Insolvency Proceedings. Notwithstanding anything to the contrary contained in the Delaware General Corporation Law, the Certificate of Incorporation or these By-Laws, the unanimous approval of the Board of Directors is required for the filing by the Corporation of a voluntary bankruptcy petition under Section 301 of the Bankruptcy Code, 11 U.S.C. 301, or any successor thereto, or consent to the institution of bankruptcy or insolvency proceedings against it, or the filing of a petition or consent to a petition seeking reorganization or relief under any applicable federal or state laws relating to bankruptcy or insolvency, or the consent to the appointment of receiver, liquidation, assignee, trustee, sequestrator (or other similar official) of the Corporation or a substantial part of its property, or the making of any assignment for the benefit of creditors, or, except as required by law, the admittance in writing of its inability to pay its debts generally as they become due, or the taking of any corporate action in furtherance of any such action. To the fullest extent permitted by applicable law, when voting on matters subject to the vote of the Board of Directors, including those matters specified in this Section 15, notwithstanding that the Corporation is not then insolvent, the Independent Director shall take into account the interests of the creditors of the Corporation as well as the interests of the Corporation and its Stockholders.

Section 16. Merger, etc. Notwithstanding anything to the contrary contained in the Delaware General Corporation Law, the Certificate of Incorporation or these By-Laws, the unanimous approval of the Board of Directors including the Independent Director is required for any of the following:

(a) the filing by the Corporation of a voluntary bankruptcy petition under Section 301 of the Bankruptcy Code, 11 U.S.C. 301, or any successor thereto;

(b) any merger, consolidation or other combination of the Corporation with any other entity, including Kansas City Power & Light Company;

(c) the sale of any assets of the Corporation except for Permitted Sales;

(d) the amendment of this Certificate of Incorporation; or

(e) the establishment of investment guidelines and criteria for investing proceeds from Permitted Financings and Permitted Sales.

ARTICLE IV NOTICES

Section 1. Manner of Giving Notice. Except as otherwise required by law, whenever notice is required to be given to any director or shareholder, such notice requirement can be satisfied by giving written notice by mail, postage prepaid, addressed to such director or shareholder, at his address as it appears on the records of the Corporation, and such notice shall be deemed to be given at the time when the same is deposited in the United States mail. Notice to directors may also be given in person, or by telegram, facsimile or telephone.

Section 2. Waiver of Notice. Whenever any notice is required to be given to any shareholder or director of the Corporation, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE V OFFICERS

Section 1. Officers, Election, Terms. The officers of the Corporation shall be a President, a Treasurer, and a Secretary. The Board may also elect a Chairman of the Board, and one or more Vice Presidents, Assistant Treasurers, Assistant Secretaries and such other officers as the Board may from time to time deem proper. Subject to paragraph 9.6.1 of the Certificate of Incorporation, the Corporation's officers shall be elected annually by the Board at its regular annual organizational meeting to serve for a term of one year and until their respective successors are elected and qualified. If the officers or any of them for any reason should not be elected at the regular annual meeting of the Board, they may be elected at any regular or special meeting of the Board. Any person may hold two or more of the offices in the Corporation except the same person may not serve as President and Secretary (or Assistant Secretary). The Board may in its discretion designate one or more of the Vice Presidents as Executive or Senior Vice Presidents.

Section 2. Duties of the Chairman of the Board. The Chairman of the Board, if one is elected and serving, shall preside at all meetings of the shareholders and Board. He shall have authority to execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation. He shall have power to endorse, when sold, assigned, transferred or otherwise disposed of by the Corporation, all certificates or shares of stock, bonds, or other securities issued by other corporations, associations, trusts, whether public or private, or by any government agency thereof, and owned or held by the Corporation, and to make, execute and deliver all instruments or assignments of transfer of any of such stocks, bonds or other securities. He may, with the approval of the Board, or shall, at the Board's direction, delegate any or all of such duties to the President.

Section 3. Duties of the President. The President shall be the Corporation's chief executive officer and shall be responsible for all of the operations of the Corporation and shall report to the Board.

The President shall be responsible to the Chairman and to the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall, under the direction of the Board, have general supervision and direction of the other officers, employees and agents of the Corporation and shall see that their duties, as assigned by the Board, are properly performed. He shall designate and assign the duties of the officers under his supervision, with the approval of the Board or at their direction.

The President shall have authority to execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; he shall have power to endorse, when sold, assigned, transferred or otherwise disposed of by the Corporation, all certificates for shares, bonds, or other securities or evidences of indebtedness issued by other corporations, associations, trusts, whether public or private, or by any government or agency thereof, and owned or held by the Corporation and to make, execute and deliver all instruments or assignments or transfers of any such stocks, bonds, or other securities. In the absence of the Chairman of the Board, or in the event a Chairman is not elected, the President shall have

authority to do any and all things delegated to the Chairman of the Board by the Board or by any committee of the Board having authority.

He shall have general authority over the Corporation's business, and if the office of Chairman of the Board is vacant, shall exercise the duties and have the powers of the Chairman of the Board, and shall have such other powers and perform such other duties as the Board may from time to time prescribe.

Section 4. Vice Presidents. The Vice Presidents (in order of the Executive Vice President, Senior Vice President and other Vice Presidents, each class in order of the seniority of its respective members or as designated by resolution of the Board) shall, in the absence or disability of the Chairman and President, perform the duties and exercise the powers of said officers, and shall perform such other duties and exercise such other powers as the Board, the Chairman of the Board or the President may prescribe. One or more Vice Presidents may be designated by the Board as either "Executive Vice President" or "Senior Vice President."

Section 5. Treasurer. The Treasurer shall be the Corporation's chief financial officer and shall have charge and custody of, and shall be responsible for, all funds and securities of the Corporation, and shall deposit all such funds in the name of the Corporation in such banks or other depositories as shall be selected or authorized to be selected by the Board; shall render or cause to be rendered a statement of the condition of the finances of the Corporation at all regular meetings of the Board, and a full financial report at the annual meeting of shareholders, if called upon so to do; shall receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; and, in general, shall perform or cause to be performed all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

Section 6. Assistant Treasurer. The Assistant Treasurers shall perform such duties as from time to time may be assigned to them by the Chairman of the Board, the President, the Treasurer or the Board. At the request of the Treasurer, or in case of his absence or inability to act, any Assistant Treasurer may act in his or her place.

Section 7. Secretary. The Secretary, if present, shall act as secretary at all meetings of the Board and of the shareholders and keep the minutes thereof in a book or books to be provided for that purpose; shall see that all notices required to be given by the Corporation are duly given and served; shall be custodian of the seal of the Corporation and shall affix the seal or cause it or a facsimile thereof to be affixed to all certificates representing shares of the Corporation and to all documents the execution of which on behalf of the Corporation under its seal shall be duly authorized in accordance with the provisions of these By-Laws; shall have charge of the stock records of the Corporation; shall see that all reports, statements and other documents required by law are properly kept and filed; may sign, with any other proper officer of the Corporation thereunto authorized, certificates for shares, securities or evidences of indebtedness of the Corporation; and, in general, shall perform all the duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the Chairman of the Board or the Board.

Section 8. Assistant Secretaries. The Assistant Secretaries shall perform such duties as from time to time may be assigned to them by the Chairman of the Board, the President, the Secretary or the Board. At the request of the Secretary, or in case of his absence or inability to act, any Assistant Secretary may act in his place.

Section 9. Compensation. The salaries of the Corporation's principal officers shall be fixed from time to time by the Board, after taking account of any recommendations by any committee to which the power to advise with respect to salaries is delegated by the Board. The Board may from time to time delegate to any principal officer or any committee power to fix the salaries of other officers, agents, factors and employees. No officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation or a member of any committee contemplated by these By-Laws.

Section 10. Other Officers. The other officers of the Corporation shall perform such duties and shall exercise such powers as may be prescribed by the Board, or by the Chairman or the President acting under authority delegated them by the Board.

Section 11. Vacancies. Vacancies in office arising from any cause may be filled by action of the Board at any regular or special meeting of the Board.

Section 12. Removal of Officers. The Board may remove any officer from office at any time by a majority vote of the whole Board of Directors.

ARTICLE VI
CONTRACTS, CHECKS, BANK ACCOUNTS, ETC.

Section 1. Contracts, etc., How Executed. The Board may authorize any officer or officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances and if the Board so provides may be delegated by the person so authorized; and, unless so authorized by the Board or these By-Laws, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

Section 2. Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable paper shall be issued in its name, unless (i) authorized by the Board and the Certificate of Incorporation, and (ii) all necessary consents as are required under the Certificate of Incorporation have been obtained. When so authorized, the Chairman of the Board, the President or a Vice President or the Treasurer may effect loans and advances at any time for the Corporation from any bank, trust company or other institution or from any firm, corporation or individual, and for such loans and advances the Chairman of the Board, the President or a Vice President or the Treasurer shall make, execute and deliver, with the counter-signature, unless otherwise authorized by the Board of Directors including the affirmative vote of the Independent Director, of the Secretary or an Assistant Secretary, bonds, debentures, promissory notes or other evidences of indebtedness of the Corporation and, when authorized as aforesaid, as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, may mortgage, pledge, hypothecate or transfer any real or personal property at any time held by the Corporation and to that end execute and deliver instruments of mortgage or pledge or otherwise transfer such property. Any authority so granted by the Board may be general or confined to specific instances, and if the Board so provides, may be delegated by the person so authorized.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, as shall from time to time be determined by resolution of the Board.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the Chairman of the Board, the President or any other officer or officers authorized by the Board shall direct in such banks, trust companies or other depositories as may be selected by the Chairman of the Board, the President or any other officer or officers or agents or agents to whom power in that respect shall have been delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by such officer or officers or agent or agents as shall be determined by the Chairman of the Board, the President or any other officer or officers designated by the Board.

Section 5. General and Special Bank Accounts. The Board or the Chairman of the Board, the President or any other officer or officers designated by the Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as may be selected by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-Laws, as it may deem expedient.

ARTICLE VII
SHARES

Section 1. Certificates for Shares. Every holder of shares shall be entitled to have a certificate, in such form as the Board shall prescribe, certifying the number and class of Corporation shares owned by him. Each such certificate shall be signed in the name of the Corporation by the Chairman or Vice Chairman of the Board, the President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. The signature of any such officer may be a facsimile. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed upon, any such certificate shall cease to be such officer, transfer agent or registrar, before such certificate shall have been issued by the Corporation, such certificate may nevertheless be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. A record shall be kept of the respective names of the persons, firms or corporations owning the shares represented by

certificates, respectively, and the respective dates thereof, and, in case of cancellation, the respective dates of cancellation. Every certificate surrendered to the Corporation for exchange or transfer shall be cancelled, and a new certificate or certificates shall not be issued in exchange for any existing certificates until such existing certificate shall have been so cancelled, except in cases otherwise provided for in this Article VII.

Section 2. Transfer of Shares. Each transfer of Corporation shares shall be made only on the books of the Corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, or with a transfer agent appointed as provided in this Article VII, upon the payment of any taxes thereon and the surrender of the certificate or certificates for such shares properly endorsed and in good delivery form. The person in whose name Corporation shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation; provided that whenever any transfer of shares shall be made for collateral security and not absolutely, such fact, if known to the Corporation or to any such transfer agent, shall be so expressed in the entry of transfer if requested by both the transferor and transferee.

Section 3. Regulations. The Board may make such rules and regulations as it may deem expedient, not inconsistent with these By-Laws, concerning the issue, transfer and registration of certificates for Corporation shares. It may appoint, or authorize the Chairman or President to appoint, one or more transfer agents and one or more registrars, and may require all certificates for shares of the Corporation to bear the signature or signatures of any such transfer agents or registrars.

Section 4. Date for Determining Shareholders of Record.

(a) In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect to any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board may fix in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of such meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

(b) If no record date has been fixed by the Board, the record date for determining shareholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required under the Delaware General Corporation Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered or principal office. Delivery to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Section 5. Lost, Destroyed and Mutilated Certificates. The holder of any Corporation shares or other securities shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate(s) therefor, and the Board may, in its discretion, and after the expiration of such period of time as it may determine to be advisable, cause to be issued to him a new certificate or certificates for shares, upon the surrender of the mutilated certificate, or in case of loss or destruction of the certificate, upon proof satisfactory to the Board of such loss or destruction, and the Board or its delegee may, in its discretion, require the owner of the lost, destroyed or mutilated certificate, or his legal representatives, to give the Corporation a bond, in such sum and with such surety or sureties as it may direct, or to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, destruction or mutilation of any such certificate or the issuance of such new certificate.

Section 6. Examination of Books by Shareholders or Bondholders. The Board shall, subject to any applicable statutes, have the power to determine, from time to time, whether and to what extent and at what times and places and under what conditions and regulations the accounts and books and documents of the Corporation, or any of them, shall be open to the inspection of the shareholders or bondholders; and no shareholder or bondholder shall have any right to inspect any account or book

or document of the Corporation, except as conferred by any such statute, unless and until authorized so to do by resolution of the Board or of the shareholders of the Corporation.

ARTICLE VIII
WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given by these By-Laws or by statute, the person entitled thereto may in person, or in the case of a shareholder by his attorney thereunto duly authorized, waive such notice in writing (including, telegraph, cable, radio or wireless), whether before or after the meeting, or other matter in respect of which such notice is to be given, and in such event such notice, and any action to be taken after such notice or after the lapse of a prescribed period of time, may be taken without such notice and without the lapse of any period of time.

ARTICLE IX
BUSINESS COMBINATIONS

The Corporation expressly elects not to be governed by Section 203 of the Delaware General Corporation Law. Any "business combination" as defined in such Section 203 shall be governed by the Corporation's Certificate of Incorporation and by these By-Laws, without giving effect to said Section 203. This Article IX shall not be amended, altered or repealed except as provided by law, and by the Corporation's Certificate of Incorporation and these By-Laws.

ARTICLE X
SEAL

The seal of the Corporation shall be in the form of a circle and shall bear the word "Delaware", and may also bear the name of the Corporation and the year of its incorporation. It need not be affixed to contracts and other agreements to which the Corporation is a party for such contracts and agreements to be binding.

ARTICLE XI
FISCAL YEAR

The fiscal year of the Corporation shall end on December 31 of each year.

ARTICLE XII
AMENDMENTS

These By-Laws (including, without limitation, this Article XII) may be altered, amended or repealed or new By-Laws may be adopted by (i) the Board solely in the manner prescribed in the Corporation's Certificate of Incorporation, or by (ii) the Corporation's shareholders only upon the favorable vote of a majority of the voting shares and only at an annual or special meeting of shareholders where the notice of such meeting specifically described such action and contains a copy of the proposed alteration, amendment, or new By-Laws. The foregoing notwithstanding, Sections 1, 2, 10, 12, 14, 15 and 16 of Article III and Section 2 of Article VI, and the last sentence of this Article XII may not be altered, amended or repealed without the unanimous vote of the Board of Directors, including the affirmative vote of the Independent Director.

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

WOLF CREEK NUCLEAR OPERATING CORPORATION

We, Neil S. Carns, President, and Warren B. Wood, Secretary, of Wolf Creek Nuclear Operating Corporation, a corporation existing under the laws of the State of Delaware, do hereby certify as follow:

FIRST: That the name of the corporation is Wolf Creek Nuclear Operating Corporation.

SECOND: That the Certificate of Incorporation of the Corporation was filed with the Secretary of State, Dover, Delaware, on the 14th day of April, 1986, and a Restated Certificate of Incorporation of the Corporation was filed with the Secretary of State, Dover, Delaware, on the 12th day of December, 1986.

THIRD: That the amendments to and the restatement of the Certificate of Incorporation herein reflected have been duly adopted in accordance with the provisions of Sections 243 and 242 of the General Corporation Law of the State of Delaware and in the manner prescribed by Section 228 of the General Corporation Law, unanimous written consent to said amendments and restatement having been given by all Stockholders of the Corporation.

FOURTH: That the text of the Certificate of Incorporation of said Wolf Creek Nuclear Operating Corporation is hereby amended and restated to read in full as follows:

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

WOLF CREEK NUCLEAR OPERATING CORPORATION

ARTICLE FIRST

The name of the Corporation is Wolf Creek Nuclear Operating Corporation.

ARTICLE SECOND

Its registered office in the State of Delaware is to be located at 32 Loockerman Square, Suite L-100, in the City of Dove County of Kent The name of its registered agent at such address is United States Corporation Company.

ARTICLE THIRD

The nature of the business or purposes so be conducted or promoted is to operate, maintain, repair, decontaminate and decommission the Wolf Creek Generating Station as agent for the owners of the Station and to engage in any other lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE FOURTH

(1) The aggregate number of shares of capital stock which this corporation shall have authority to issue shall be 100 shares of Common Stock. No additional shares of capital stock of the Corporation shall be authorized and issued.

(2) The shares of capital stock of the Corporation will be divided into three classes of Common Stock as follows: forty-seven (47) shares of 'Class A Stock', with a par value of One Dollar (\$1) per share; forty-seven (47) shares of the "Class B Stock", with a par value of One Dollar (\$1) per share; and six (6) shares of "Class C Stock", with a par value of One Dollar (\$1) per share.

(3) The shares of all classes of Common Stock shall be entitled in all respects to equal rights and privileges, except for voting rights as expressly set forth in this Article.

(i) The Board of Directors shall consist of four (4) directors. With respect to the election of directors, holders of Class A Stock shall vote as a separate class and be entitled to elect one (1) director (the "Class A Director"); holders of Class B Stock shall vote as a separate class and be entitled to elect one (1) director (the "Class B Director"); and holders of Class C Stock shall vote as a separate class and be entitled to elect one (1) director (the "Class C Director"). Each class shall act by a majority vote of its shareholders in electing the director for the class. The remaining director (the "Fourth Director") shall be elected by the unanimous vote of all shareholders of all classes of Common Stock voting together as a single class.

(ii) Each of the Class A, Class B and Class C directors shall serve for a term of one (1) year and until his respective successor shall be elected and shall qualify. The

holders of any class of Common Stock may, voting as a separate class, remove, with or without cause, the director who was originally elected by the shareholders of such class, voting as a separate class. The Fourth Director shall serve at the pleasure of the shareholders. At a meeting of the shareholders called for such purpose, the Fourth Director may be removed with or without cause by the holders of a majority of shares of all classes of common Stock voting together as a single class.

(iii) In the event a vacancy occurs on the Board of Directors, that vacancy shall be filled only by a separate vote of the holders of that class of Common Stock which had elected the original director, except for filling a vacancy in the position held by the Fourth Director, which shall be filled in the same manner as the Fourth Director was elected.

(iv) The holders of Class A Stock, Class B Stock, and Class C Stock shall in all matters, except as provided for in the General Corporation Law of Delaware, this Certificate of Incorporation or the By-Laws, vote together as a single class with each such share entitled to one vote.

(4) All one hundred (100) shares of Common Stock shall be issued to the owners of Wolf Creek Generating Station proportionately in accordance with their respective ownership interests in Wolf Creek Generating Station Unit No. 1 under the Wolf Creek Station Ownership Agreement dated December 28, 1981, as amended prior to the date of such issuance.

(5) No shareholder shall have the right or power to pledge, hypothecate, sell or otherwise dispose of any shares of stock in this Corporation (except as additional security under the provisions of any mortgage indenture with respect to its ownership interest in Wolf Creek Generating Station Unit No. 1) unless and to the same extent its respective ownership share in the Wolf Creek Generating Station Unit No. 1 should change. In such event, the holder will surrender or cause to be surrendered its certificate representing shares of Common Stock to the Corporation for reissuance in accordance with Section (4) of this Article and the Corporation's By-Laws. Unless and until its respective ownership interest in the Wolf Creek Generating Station Unit No. 1 should change (in which case such holder will surrender or cause to be surrendered its certificate representing shares of Common Stock to the Corporation for reissuance in accordance with Section (4) of this Article and the Corporation's By-Laws), each of the following entities shall own and hold all of the following classes of shares of Common Stock of the Corporation:

Kansas Gas and Electric Company	- Class A Shares
Kansas City Power & Light Company	- Class B Shares
Kansas Electric Power Cooperative. Inc.	- Class C Shares

ARTICLE FIFTH

(1) At all meetings of the Board of Directors, the Class A Director shall have forty-seven (47) votes, the Class B Director shall have forty-seven (47) votes, the Class C Director shall have six (6) votes, and the Fourth Director shall have one (1) vote.

(2) At all meetings of the Board of Directors, a majority of the full number of Directors prescribed by Article Fourth of this Certificate of Incorporation shall be required to constitute a quorum for the transaction of the business, even though there may be one or more vacancies on the Board of Directors. All actions taken by the Board of Directors shall require a majority of the votes of the Directors present at any meeting of the Board of Directors at which there is a quorum, provided that such majority must include the votes of Directors who have been elected by the holders of two (2) or more different classes of Common Stock voting as separate classes.

ARTICLE SIXTH

The Corporation is to have perpetual existence.

ARTICLE SEVENTH

Subject to the provisions of the laws of the State of Delaware, the following provisions are adopted for the management of the business and for the conduct of the affairs of the Corporation, and for defining, limiting and regulating the powers of the Corporation, the Directors and the stockholders:

(a) The books of the Corporation may be kept outside the State of Delaware at such place or places as may from time to time be designated by the Board of Directors.

(b) The business and affairs of the Corporation shall be managed by its Board of Directors.

(c) The Corporation reserves the right to amend, alter, change, add to or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; and all rights herein conferred are granted

subject to this reservation; provided, that no such amendment, alteration, change, addition to or repeal of any provision hereof shall be made without the unanimous approval of the holders of all shares of all classes of Common Stock of the Corporation.

(d) In implementation of the Laws of 1986 of the State of Delaware and of the amendments of Sections 102 and 145 of the General Corporation Law of the State of Delaware effected by said Laws of 1986,

(1) Directors of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director, provided that this provision shall not eliminate or limit the liability of a Director (i) for any breach of a Director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, (iv) for any transaction from which the Director derived an improper personal benefit, or (v) for any act or omission occurring prior to April 14, 1986.

(2) Directors, officers and employees of the Corporation shall receive indemnification and advancement of expenses to the fullest extent authorized by Section 145 of Title 8 of the Delaware code as so amended.

IN WITNESS WHEREOF, we have signed this Certificate this 23 day of December, 1993.

/s/ Neil S. Carns
Neil S. Carns President

[SEAL]

ATTEST:

/s/ Warren B. Wood
Warren B. Wood, Secretary

BY-LAWS
OF
WOLF CREEK NUCLEAR OPERATING CORPORATION
(as amended effective December 1, 1993)

ARTICLE I

OFFICES

Section 1. The registered office in the State of Delaware shall be at 229 South State Street, in the City of Dover, County of Kent, Delaware.

Section 2. The Corporation also may have offices at such other places both within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of meetings.

Section 2. Commencing in the year 1987 and in each year thereafter, annual meetings of shareholders shall be held in December of each year on the same date of and immediately preceding the regular meeting of the Board of Directors held in that month. Annual meetings of shareholders shall be held for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders, for any purpose or purposes, may be called by the owners of a majority of those shares entitled to vote thereat, on ten (10) days written notice to each shareholder which notice shall state the place, date and hour of the meeting, and the purpose or purposes for which the meeting is called.

Section 4. Notice of the time and place of every meeting of shareholders shall be delivered personally or mailed not less than ten (10) days or more than sixty (60) days before the date of the meeting to each shareholder of record entitled to vote at the meeting.

Section 5. Subject to the provisions in the Certificate of Incorporation, each holder of Common Stock in this Corporation shall be entitled at each shareholders' meeting to one (1) vote for each share of Common Stock held by such shareholder.

Section 6. A shareholder entitled to vote may vote in person or by proxy. A proxy shall not be valid after three (3) years from its date, unless the proxy provides for a longer period.

Section 7. The presence, in person or by proxy, of the holders of a majority of the shares of all classes of Common Stock shall constitute a quorum for the transaction of business at meetings of shareholders except as otherwise provided by the General Corporation Law of Delaware, by the Certificate of Incorporation or by these By-Laws. With respect to any issue which is to be acted upon by the holders of a class of stock voting as a separate class, the presence, in person or by proxy, of the holders of a majority of the shares of a given class shall constitute a quorum of the class and the shareholders of the class shall be authorized to act on any such issue at any meeting of shareholders. A duly organized meeting of shareholders present can continue to do business until adjournment even though enough shareholders withdraw to leave less than a quorum.

The holders of a majority of the shares of Common Stock represented in person or by proxy at any meeting of the shareholders shall have the right successively to adjourn the meeting without notice, other than announcement at the meeting, to a specified date not longer than thirty (30) days after any such adjournment, whether or not a quorum be present.

Section 8. All elections and all other questions shall be approved by a majority vote of all holders of the shares of all classes of Common Stock voting together as a single class, unless the question is one on which by express provisions of the General Corporation Law of Delaware, these By-Laws or the Certificate of Incorporation a different vote is required.

Section 9. Unless otherwise provided by law or by the Certificate of Incorporation or by these By-Laws, any action required to be taken by shareholders may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by the holders of outstanding stock, entitled to vote with respect to the subject matter thereof, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than the unanimous written consent shall be given to those shareholders who have not consented in writing.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The Board of Directors of the Corporation shall consist of that number of directors as is provided in the Certificate of Incorporation. Directors shall be elected in the manner and for the terms set forth in the Certificate of Incorporation, and they shall have the number of votes as set forth in the Certificate of Incorporation.

Section 2. In the event a vacancy occurs on the Board of Directors, that vacancy shall be filled in the manner provided in the Certificate of Incorporation.

Section 3. Regular meetings of the Board of Directors may be held without special notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 4. Special meetings of the Board of Directors may be called by the Chairman of the Board, Vice Chairman of the Board, the Chief Executive Officer on five (5) days' notice to each director by written notice or by means of telephone or similar communications equipment.

Section 5. At all meetings of the Board of Directors, a majority of the full number of directors prescribed by the Certificate of Incorporation shall be required to constitute a quorum for the transaction of business, even though there may be one or more vacancies on the Board of Directors. All actions taken by the Board of Directors shall require a majority of the votes of the directors present at any meeting at which there is a quorum, provided that such majority must include the votes of directors who have been elected by the holders of two (2) or more different classes of Common Stock voting as separate classes. In the event that not all the Class A, B and C Directors are present at a meeting, action requiring a vote of the directors may be taken only on those matters identified on the meeting agenda distributed to the directors at least five days in advance of the meeting. If a quorum shall not be present at any meeting of the directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 6. A director may be removed in the manner set forth in the Certificate of Incorporation.

Section 7. No compensation shall be paid to the directors, but their reasonable and necessary expenses shall be reimbursed by the Corporation.

Section 8. If all the directors consent in writing to any action, such action shall be as valid as though it had been authorized by a meeting of the Board of Directors.

Section 9. At the first meeting of the Board of Directors following each annual meeting of shareholders, the Board of Directors shall appoint, from its membership, a Chairman and a Vice Chairman. Annually the position of Vice Chairman shall alternate between the Class A Director and Class B Director.

Section 10. Notwithstanding any provisions in these By-Laws to the contrary, any action taken by the Board of Directors or any committee of the Board shall require an affirmative vote of directors who have been elected by the holders of two (2) or more different classes of Common Stock voting as separate classes.

ARTICLE IV

THE OFFICERS

Section 1. The officers of this Corporation shall consist of a President who shall also be the Chief Executive Officer, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be appointed by the Board of Directors and shall serve at the pleasure of the Board. In addition, the Board of Directors may elect such Assistant Secretaries, Assistant Treasurers and other officers and agents as they may deem proper or advisable with such terms of office, powers and duties as shall be determined from time to time by the Board. Any one person, except the President, may hold two or more offices.

Section 2. At its first meeting after each annual meeting of the shareholders, the Board of Directors shall appoint the officers of the Corporation. The Fourth Director shall be appointed the President and Chief Executive Officer of the Corporation. Any officer appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the

Board of Directors.

Section 3. The Chairman of the Board, and in his absence the Vice Chairman of the Board, shall preside at all meetings of the shareholders and at all meetings of the Board of Directors, and they shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 4. The President shall be the Chief Executive Officer of the Corporation, shall have general supervision of the business and affairs of the Corporation, and shall perform whatever other duties the Board of Directors may from time to time prescribe, provided all actions taken by the President and Chief Executive Officer shall be in accordance with policies approved by the Board of Directors.

Section 5. A Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of President. A Vice President also shall perform whatever duties and have whatever powers the President or Board of Directors may from time to time assign.

Section 6. The Secretary shall attend all meetings of the directors or the shareholders and shall keep or cause to be kept a true and complete record of the proceedings of those meetings. The Secretary shall give, or cause to be given, notice of all meetings of the directors or of the shareholders and shall perform whatever additional duties the Board of Directors and President may from time to time prescribe. He shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the directors or the President, and attest the same.

Section 7. The Treasurer shall have custody of corporate funds. He shall keep full and accurate accounts of receipts and disbursements and shall, in general, perform all duties incident to the office of Treasurer and such other duties as may from time to time be prescribed by the Board of Directors.

Section 8. Assistant Secretaries and Assistant Treasurers, if appointed by the Board of Directors, shall exercise such powers and duties and perform such functions as the Board of Directors shall assign to them from time to time.

Section 9. Contracts, documents and instruments shall be executed by the President or a Vice President unless the Board of Directors shall designate another procedure for their execution.

Section 10. Whenever an officer is absent or whenever for any reason the Board of Directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

Section 11. The salaries, if any, of all officers of the Corporation shall be set by the Board of Directors.

ARTICLE V

CERTIFICATES FOR STOCK AND THEIR TRANSFER

Section 1. The interest of each shareholder of the Corporation shall be evidenced by a certificate for shares of Common Stock in such form as the Board of Directors may from time to time prescribe. Each certificate shall be signed by the President or any Vice President and the Secretary.

Section 2. In accordance with the provisions in the Certificate of Incorporation, shares of the Corporation shall only be transferred upon the surrender to the Corporation of the share certificates duly endorsed and accompanied by proper evidence of a transfer of an ownership interest in the Wolf Creek Generating Station Unit No. 1 pursuant to the Wolf Creek Station Ownership Agreement dated December 28, 1981, as the same may be amended from time to time. In that event, the surrendered certificates shall be canceled and new certificates issued to the person or entity entitled to them based on their respective ownership interests in the Wolf Creek Generating Station Unit No. 1.

Section 3. In case of the loss or destruction of any certificate of shares of the Corporation, a new certificate may be issued in lieu thereof under such regulations and conditions as the Board of Directors may from time to time prescribe.

ARTICLE VI

INSPECTION OF BOOKS

A shareholder shall have the right to inspect books of the Corporation to the extent such right may be conferred by law, by these By-Laws, by the Certificate of Incorporation, or by resolution of the Board of Directors.

ARTICLE VII

CORPORATE SEAL

The Corporate Seal of the Corporation shall have inscribed thereon the name of the Corporation and the words "Corporate Seal", "Delaware", and "1986". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

ARTICLE VIII

WAIVER OF NOTICE

Whenever by law or by the Certificate of Incorporation or by these By-Laws, any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE IX

FISCAL YEAR

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practical after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Corporation to be made to the shareholders.

ARTICLE X

AMENDMENTS

The By-Laws of the Corporation may be amended, added to, rescinded or repealed at any meeting of shareholders by the unanimous vote of the shares of all classes of Common Stock voting together as one class if notice of such meeting is properly given.

ARTICLE XI

EMERGENCY PROVISIONS

Section 1. Notwithstanding any different provisions in the preceding Articles of these By-Laws, the emergency By-Laws provided herein shall be operative during any emergency resulting from an attack on the United States or on a locality in which the Corporation conducts its business or customarily holds meetings of its Board of Directors or its stockholders, or during any nuclear or atomic disaster, or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board of Directors cannot readily be convened for action.

Section 2. During any such emergency, a meeting of the Board of Directors may be called by any director or, if necessary, by any officer who is not a director. The meeting shall be held at such time and place, within or without the State of Delaware, specified by the person calling the meeting and in the notice of the meeting which shall be given to such of the directors as it may be feasible at the time. Such advance notice shall be given as, in the judgment of the person calling the meeting, circumstances permit. Two (2) directors shall constitute a quorum for the transaction of business. To the extent required to constitute a quorum at the meeting, the officers present shall be deemed, in order of rank and within the same rank in order of seniority, directors for the meeting.

Section 3. To the extent not inconsistent with the foregoing emergency provisions, the By-Laws of the Corporation shall remain in effect during any emergency, or until such time when a quorum of the Board of Directors becomes available for the transaction of business, at which time the emergency provisions of these By-Laws shall cease to be operative.

ARTICLE XII

INDEMNIFICATION

The Corporation shall indemnify to the full extent authorized or permitted by the General Corporation Law of the State of Delaware, as now in effect or as hereafter amended, any person who was or is or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or serves or served any

other enterprise as such at the request of the Corporation. Such indemnification may, in the discretion of the Board of Directors of the Corporation, include advances of expenses incurred in defending any such action, suit or proceeding in advance of final disposition thereof, subject to the provisions of the General Corporation Law of the State of Delaware.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article XII. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

As amended June 2, 2000

Articles of Incorporation

Home Service Solutions Inc.

Article One

The name of the corporation is Home Service Solutions Inc.

Article Two

The address, including street and number, if any, of the corporation's initial registered office in this state is: 1201 Walnut, Kansas City, Missouri 64106-2124 and the name of its initial agent at such address is Jacquetta Hartman.

Article Three

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be:

The aggregate number of shares which the Corporation shall have authority to issue shall be Sixty Million (60,00,000) shares, all of which shall be common stock shares of the par value of One Dollar (\$1.00) each, amounting in the aggregate to Sixty Million Dollars (\$60,000,000.00)

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions, or special or relative rights, including convertible rights, in respect to the shares herein authorized.

Article Four

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

No holder of outstanding shares of any class shall have any preemptive right to subscribe for or acquire shares of stock or any securities of any kind issued by the Corporation.

Article Five

The name and place of residence of each incorporator is as follows:

Name	Street	City
John J. DeStefano	8636 North Oregon	Kansas City,
Missouri 64154		

Article Six

(Designate which and complete the applicable paragraph)

The number of directors to constitute the first board of directors is three (3). Hereafter the number of directors shall be fixed by, or in the manner provided by the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

OR

The number of directors to constitute the board of directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the board of directors may, but need not, be named).

The names of the members of the first Board of Directors are as follows:

John J. DeStefano
Jeanie S. Latz
Patrice S. Tribble

Article Seven

The duration of the corporation is perpetual.

Article Eight

The corporation is formed for the following purposes:

To provide for and invest in home services; to carry on any other lawful businesses; and to have all of the powers conferred upon corporations organized under The General and Business Corporation Law of Missouri.

HOME SERVICE SOLUTIONS INC.

BYLAWS

DATED MAY 7, 1998

HOME SERVICE SOLUTIONS INC.

BYLAWS

ARTICLE I

Offices

Section 1. The registered office of the Corporation in the State of Missouri shall be at 1201 Walnut, in Kansas City, Jackson County, Missouri.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shareholders

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the Chairman of the Board, by the President, by the Board of Directors, or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

In all elections for directors, each shareholder shall be entitled to one vote for each share owned by him or her, and each shareholder may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates. There shall be no cumulative voting.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The Chairman of the Board, or in his absence the President of the Corporation, shall convene all meetings of the shareholders and shall act as chairman thereof. The Board of Directors may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the Chairman of the Board and the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Articles of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

Section 1. The property, business and affairs of the Corporation shall be managed and controlled by a Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 2. The Board of Directors shall consist of three directors who shall be elected at the annual meeting of the shareholders. Each director shall be elected to serve until the next annual meeting of the shareholders and until his successor shall be elected and qualified. Directors need not be shareholders.

Section 3. In case of the death or resignation of one or more of the directors of the Corporation, a majority of the remaining directors, though less than a quorum, may fill the vacancy or vacancies until the successor or successors are elected at a meeting of the shareholders. A director may resign at any time and the acceptance of his resignation shall not be required in order to make it effective.

Section 4. The Board of Directors may hold its meetings either within or without the State of Missouri at such place as

shall be specified in the notice of such meeting, and members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar conversations whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 5. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors by resolution shall from time to time determine. The Secretary shall give at least three days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the President or two members of the Board and shall be held at such place as shall be specified in the notice of such meeting. The Secretary shall give not less than one day's notice of the time, place and purpose of each such meeting to each director in the manner provided in Section 9 of this Article III.

Section 7. 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 8. The Board of Directors, by the affirmative vote of a majority of directors, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers or otherwise. By resolution, the Board of Directors may be paid for expenses, if any, of attendance at each meeting of the Board.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone or by telegram addressed to such director at such address as appears on the books of the Corporation, or by hand delivery to the regular office of the director, or by mail by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to such director at such address as appears on the books of the Corporation. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, telegraphed, hand delivered or mailed.

Attendance of a director at any 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.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the President of the Corporation and two additional directors who shall be elected by the Board of Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the Committee, and shall be held at such time and place as shall be specified in the notice of such meeting and shall be subject to the provisions of Section 4 of this Article III. The Secretary shall give at least one day's notice of the time, place and purpose of each such meeting to each Committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Kansas City, Missouri, at least three days' notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the Committee members shall constitute a quorum and the unanimous act of all the members of the Committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. If all the directors severally or collectively shall consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly

held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

ARTICLE IV

Officers

Section 1. The officers of the Corporation may include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the Board of Directors. The office of the Vice President may or may not be filled as may be deemed advisable by the Board of Directors.

Section 3. The Board of Directors may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE V

Powers and Duties of Officers

Section 1. The Chairman of the Board shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the shareholders and at all meetings of the Board of Directors, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 2. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the Board of Directors to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, or if the office of Chairman of the Board be vacant, the President shall preside at all meetings of the shareholders and at all meetings of the Board of Directors.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 4. The Secretary shall attend all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due

and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the Board of Directors and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 6. Unless otherwise ordered by the Board of Directors, the Chairman of the Board, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

Certificates of Stock

Section 1. The Board of Directors shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the Chairman of the Board, the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

Dividends

Dividends may be declared at such times as the Board of Directors shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

Fiscal Year

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Corporation to be made to the shareholders.

ARTICLE IX

Waiver of Notice

Whenever by statute or by the Articles of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

Indemnification by the Corporation

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

Amendments

The Board of Directors may make, alter, amend or repeal Bylaws of the Corporation by a majority vote of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

Upon motion duly made, seconded and unanimously adopted, the undersigned, constituting the Board of Directors of Home Service Solutions Inc., do this 7th day of May, 1998, adopt the foregoing Bylaws, Articles I through XI inclusive, as the Bylaws of this Corporation, and said Bylaws are hereby ratified and adopted by the undersigned and each of them.

/s/John J. DeStefano
John J. DeStefano

/s/Jeanie S. Latz
Jeanie S. Latz

/s/Patrice S. Tribble
Patrice S. Tribble

As amended September 1, 1998

Articles of Incorporation

Worry Free Service, Inc.

Article I

The name of the corporation is Worry Free Service, Inc.

Article II

The initial registered office of the Corporation in the State of Missouri shall be located at 1201 Walnut, Kansas City, Missouri 64106. The name of the initial registered agent at such address shall be Janee C. Rosenthal.

Article III

The aggregate number of shares which the Corporation shall have authority to issue shall be Fifteen Million Thirty Thousand (15,030,000) shares, all of which shall be common shares of the par value of One Dollar (\$1.00) each, amounting in the aggregate to Fifteen Million Thirty Thousand Dollars (\$15,030,000.00)

Article IV

The holders of capital stock shall have no preemptive rights to purchase any additional shares of the corporation's capital stock hereafter issued or any securities exchangeable for or convertible into such shares or any warrants or any instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

Article V

The name and address of the incorporator is as follows:

Mark G. English
1201 Walnut
Kansas City, MO 64106

Article VI

The initial Board of Directors of the Corporation shall consist of three (3) persons. Thereafter the number of directors shall be fixed by the By-Laws of the Corporation and any changes in the number will be reported to the Secretary of Sate within thirty (30) calendar days of such change.

Article VII

The entire voting power of the Corporation shall be vested exclusively in the holders of the shares of Common Stock, who shall be entitled to one (1) vote for each such share held of record. In all elections of directors of the Corporation, each share shall be entitled to one vote as to each director to be elected and no shareholder shall have the right to cast votes in the aggregate or to cumulate the votes for the election of any director, and cumulative voting of shares in elections of directors is hereby specifically negated. Except as otherwise provided in these Articles of Incorporation, the holders of shares of Common Stocks shall be entitled to vote on any matter which properly comes before a meeting of the shareholders of the corporation and a majority of all of the votes cast by the holders of the shares of Common Stock at a meeting of the shareholders at which a quorum is present shall be sufficient to approve any matter which properly comes before the meeting.

Article VIII

The Corporation shall have perpetual existence.

Article IX

The purpose for which this Corporation is formed is to engage in any lawful business as permitted under the General and Business Corporation Law of Missouri, and to carry on any other lawful business whatsoever which is calculated directly or indirectly to promote the interest of the Corporation or to enhance the value of its property and to have and expedite all of the rights, powers and privileges which are now or hereafter may be conferred by the Laws of Missouri now enacted or hereinafter enacted pertaining to this Corporation, or corporations of this class.

Article X

The By-Laws of the Corporation shall be adopted at the first meeting of the Board of Directors of the Corporation. Thereafter, the By-Laws of the Corporation may be repealed, altered or amended by the Board of Directors at any meeting of the Board of Directors, regular or special.

Article XI

The Corporation reserves the right to amend, alter, modify, change or repeal any provision contained in these Articles of Incorporation, or any amendment of the provisions hereof, in the manner now or hereafter prescribed by statute, and all rights and powers conferred herein on shareholders, directors, and officers are subject to this reserve power; provided, however, that in default of express statutory provision therefore, these Articles of Incorporation may be amended in any respect by a majority vote of the shareholders.

BY-LAWS
OF
WORRY FREE SERVICE, INC.

ARTICLE I

Name and Location

Section 1. The name of the corporation shall be the name set forth in the Articles of Incorporation, or such name as adopted by the shareholders by Amendment to the Articles of Incorporation from time to time.

Section 2. The corporation shall have offices and places of business at such other place or places either within or without the State of Missouri as may be determined from time to time by the Board of Directors.

ARTICLE II

Shareholders

Section 1. The annual meeting of the shareholders of this corporation for the election of directors and the transaction of such other business as may properly come before such meetings shall be held on the second Tuesday in April of each year, if not a legal holiday, and if a legal holiday, then on the next business day thereafter commencing with the year 1997.

Section 2. Special meetings of the shareholders may be called at any time by the President, Board of Directors, or the holders of not less than one-fifth (1/5) of the outstanding shares of common stock entitled to vote at such meeting.

Section 3. Annual and special meetings of the shareholders shall be held at the then registered office of the corporation or at such other place within or without the State of Missouri as the notice of such meeting shall specify, or as the shareholders may agree.

Section 4. Written or printed notice of each meeting of shareholders stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or given not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 5. Any shareholders' meeting may be adjourned from time to time until its business is completed, and the shareholders present at any meeting, or any adjourned meeting, though less than a quorum, may adjourn from time to time to a specified date not longer than ninety (90) days after such adjournment, without the notice other than announcement at the meeting, until a quorum shall be obtained.

Section 6. At all meetings of the shareholders of this corporation, the shareholders of record on the books of the corporation holding a majority of the outstanding shares of common stock entitled to vote shall constitute a quorum. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these By-Laws or the laws of the State of Missouri then in effect.

Section 7. At any meeting of the shareholders, the shareholders entitled to vote at such meeting may be represented by proxy, evidence of which shall be in writing and exhibited to the proper officers.

Section 8. At a meeting of the shareholders, inspectors of election shall be required only upon the request of the holders and proxies of holders of a majority of the stock represented at such meeting.

Section 9. Any shareholder may waive notice of any shareholders' meeting either in writing or by telegram, before or after the time of such meeting and whether such shareholder attends the meeting or not, and the presence of the shareholder in person or by proxy at any shareholders' meeting shall be a waiver of any notice required herein or by law provided for except where a shareholder attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever all persons entitled to vote at any meeting or the shareholders consent either by a writing on the records of the meeting, or filed with the Secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the proceedings at such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business, including the election of directors, may be transacted unless

excepted from the written consent or unless objected to at the time for want of notice. If any meeting of the shareholders be irregular for want of notice, or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid, and the irregularity or defect therein waived, by a writing signed by all persons having the right to vote at such meeting. Such consent or ratification and approval may be by proxy or attorney, but all such proxies and powers of attorney must be in writing and delivered to the Secretary.

Section 10. Persons holding stock which has been pledged, or holding stock as executor, administrator, guardian or trustee, may represent and vote the same on all issues.

Section 11. In all elections of directors, directors shall be elected by a plurality of the votes cast by the holders of shares entitled to cast votes for such directors. The directors shall not be elected by cumulative voting.

Section 12. Any action required by the shareholders to be taken at a meeting of the shareholders of the corporation, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so to be taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held and may be stated as such in a certificate or document filed by the corporation. The Secretary shall file such consent with the minutes of the meeting of the shareholders.

ARTICLE III

Board of Directors

Section 1. The initial Board of Directors shall consist of three (3) persons, which persons shall be elected by the incorporators to serve until the first meeting of the shareholders. Thereafter, the Board of Directors shall consist of three (3) persons, or such number of persons as set forth in the amendments to these By-Laws made from time to time, which persons shall be elected by the shareholders at the first meeting of the shareholders and thereafter at the annual meeting or at a special meeting called for that purpose. Each director shall hold office until the next succeeding annual meeting of shareholders or until such director's successor is duly elected and qualified, unless such director resigns or is removed from office at an earlier date. The directors shall hold office at the pleasure of the shareholders and may be removed at any time, with or without cause, by a majority vote of the shareholders. In case of the death, resignation or removal of one or more of the directors of the corporation, a majority of the survivors or remaining directors may fill the vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders or until a special shareholders' meeting shall be called and held to fill such vacancy or vacancies.

Section 2. All meetings of the Board of Directors of this corporation may be held within or without the State of Missouri as may be provided in the resolution or notice calling such meeting. The annual meeting of the directors for the purpose of electing officers and transacting such other business as may come before the meeting shall be held on the same day of each year as the annual meeting of the shareholders and immediately following its adjournment. No notice of such annual meeting of the directors need be given. If for any reason such annual meeting of the directors is not or cannot be held as herein prescribed, the officers may be elected at the first meeting of the directors thereafter called pursuant to these By-Laws. Regular meetings of the Board of Directors shall be held at such times as the Board may from time to time provide and without any notice other than the resolution or action providing for such meetings. Special meetings of the Board of Directors may be called at any time upon the call of any member of the Board. Written notice of all special meetings of the Board of Directors shall be given to each director, which notice shall state the time, place and purpose of such meeting, and shall be personally served upon each director at least one day before such meeting, or sent by mail or telegram at least two days before such meeting, addressed to the last known residence or place of business of each director. Attendance of a director at any meeting, whether regular or special, 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. Whenever all persons entitled to vote at any meeting of the directors consent, either by a writing on the records of the meeting or filed with the Secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the proceedings at such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or objected to at the time for want of notice. If any meeting of the directors shall be irregular for want of notice, or of such consent, provided a quorum was present at such

meeting, the proceedings of such meeting may be ratified and approved and rendered likewise valid, and the irregularity or defect therein waived, by a writing signed by all persons having the right to vote at such meeting. Whenever any notice is required to be given to any director under any provisions of the By-Laws, a waiver thereof in writing, signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. A majority of the Board of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be valid as a corporate act, except as may be otherwise specifically required by law or by the Articles of Incorporation or by these By-Laws; and if less than a quorum be present at any meeting, those present may adjourn from time to time and fix dates for subsequent meetings until a quorum shall be present.

Section 4. The property and business of the corporation shall be controlled and managed by the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these By-Laws directed or required to be exercised or done by the shareholders.

Section 5. The Board of Directors may by resolution adopted by a majority of the entire Board, designate two or more of the directors to constitute an agent or committee of the Board, which agent or committee shall have and exercise all of the authority of the Board of Directors to the extent provided in said resolution in the management of the corporation and may have the power to authorize the seal of the corporation to be affixed to all papers which may require it. Such agent or committee shall keep a regular record of the actions taken in accordance with the resolution authorizing such agent or committee to act and shall report the same to the Board of Directors when required.

Section 6. Directors as such shall not receive any stated salary for their services but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. The officers of the corporation shall consist of a President, a Vice President, the Secretary, a Treasurer and such other officers as may be deemed necessary to carry out the purposes for which the corporation was formed. The Board of Directors may choose and appoint additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any two or more offices may be held by one and the same person.

Section 2. The initial officers shall be elected at the first meeting of the Board of Directors and thereafter shall be elected at the annual meeting of the Board of Directors. A majority of the votes cast shall be necessary for the election of any person to an office of the corporation. The officers shall hold office at the pleasure of the Board of Directors from the dates of their respective elections and may be removed at any time with or without cause by a majority vote of all of the directors. Absent prior removal by the directors, the officers shall continue in office from the date of their respective elections until the first meeting of the Board of Directors after the next annual meeting of the shareholders and until their successors are duly elected and qualified.

Section 3. The President shall preside at all meetings of the Board of Directors; shall sign all notes, agreements or other instruments in writing made and entered into for or on behalf of the corporation; and sign all certificates of stock, and shall have general supervision over the business and affairs of the corporation. The President of the corporation shall be its chief officer and shall perform such duties as usually pertain to that office.

Section 4. The Vice Presidents in order of their seniority shall perform all of the duties of the President in the event of the death, disability or absence of the President and such other duties, if any, as may be prescribed by the Board of Directors.

Section 5. The Secretary shall keep an accurate record of the proceedings of the meetings of the shareholders and directors; shall give notice of the meetings of the shareholders and of the directors required by law and these By-Laws; shall countersign all certificates of stock; shall attach the corporate seal to stock certificates and to all other documents and instruments requiring it and shall perform such other duties as

are usually incident to the office of the Secretary. The Assistant Secretaries in the order of their seniority shall perform all of the duties of the Secretary in the event of the death, disability or absence of the Secretary and such other duties, if any, as may be prescribed by the Board of Directors. The Assistant Secretary is specifically authorized to perform the duties and functions of the Secretary, including but not limited to the attestation or certification of written documents on behalf of the corporation and placing the corporate seal on such documents when the Secretary of the corporation is absent from the principal place of business and office of the corporation.

Section 6. The Treasurer shall have charge of the funds of the corporation and shall keep an accurate account of all financial transactions of the corporation. The Treasurer shall deposit or cause to be deposited all funds of the corporation in the corporation's name in such banking institution or institutions as may be designated by the Board of Directors. The Treasurer shall make a report to the shareholders at the annual shareholders' meeting and shall make additional reports to the President and to the Board of Directors whenever so directed by the President or the Board. The Assistant Treasurer is specifically authorized to perform the duties and functions of the Treasurer when the Treasurer is absent from the principal place of business and office of the corporation. The Assistant Treasurer shall also perform any other duties as may be prescribed by the Board of Directors.

Section 7. The Board of Directors may require any officer or officers to furnish the corporation a bond in such form and sum and with security satisfactory to the Board of Directors for the faithful performance of the duties of their offices and the restoration to the corporation in case of death, resignation or removal from office of such officer or officers of all books, papers, vouchers, money and other property, whatsoever kind, in their possession belonging to the corporation. Nothing contained in this section shall be construed as requiring such a bond unless the directors in their discretion determine that such bond shall be furnished.

Section 8. The Board of Directors shall from time to time in its discretion fix or alter the compensation of any officer. The Board of Directors may delegate the power to alter and fix compensation of any officer by a vote of the majority of the full Board of Directors by a resolution at any meeting of the Board of Directors.

Section 9. Checks, drafts or other orders for the payment of money of this corporation shall be signed by such person or persons as the Board of Directors may from time to time designate. A person so designated need not necessarily be an officer of the corporation.

ARTICLE V

Capitalization, Certificates of Stock and Transfers

Section 1. The authorized capital stock of this corporation shall be as set forth in the Articles of Incorporation or amendments thereto.

Section 2. The holders of capital stock shall have no preemptive rights to purchase any additional shares of the corporation's capital stock hereafter issued or any securities exchangeable for or convertible into such shares or any warrants or any instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

Section 3. The certificates of stock of this corporation shall be in such form, not inconsistent with the Articles of Incorporation, as shall be prepared or approved by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall bear the corporate seal. All certificates shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the corporation. Shares of the stock of the corporation shall be transferred only on the books of the corporation upon the authority of the holder thereof and upon surrender and cancellation of certificates for a like number of shares.

Section 4. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Missouri.

Section 5. In the case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors, and if the

Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that a new certificate ought to be issued in lieu thereof, the Board may direct the officers of the corporation to issue a new certificate upon the filing of a bond in such penal sum, with such condition, in such forms and with such surety as the Board of Directors may prescribe, to indemnify and save harmless this corporation from any loss, expense, damage or liability occasioned by the issuance of such new certificate, and upon the filing of such bond, the proper officers of the corporation shall issue a new certificate for the number of shares to the owner of the certificate so lost or destroyed.

Section 6. Any and all stock not issued shall be held by the corporation subject to the disposal of the Board of Directors and such unissued stock shall neither vote nor participate in dividends.

Section 7. All the issued and outstanding stock of the corporation that may be purchased or otherwise acquired by the corporation shall be treasury stock, and shall be subject to the disposal of the Board of Directors and such treasury stock shall neither vote nor participate in dividends while held by the corporation.

Section 8. The records of the corporation concerning transfers of common stock of the corporation shall be closed for a period of thirty (30) days before the day of payment of any dividend and before each annual meeting of the shareholders and the shareholders of record before such closing of the books prior to the payment of dividend or each annual meeting of the shareholders shall be considered the correct and true record of the shareholders for the purpose of the payment of such a dividend and for all purposes with respect to such annual meeting of the shareholders.

ARTICLE VI

Seal

Section 1. The seal of the corporation shall be in circular form with the following words on: "WORRY FREE SERVICE, INC. - MISSOURI - CORPORATE SEAL."

Section 2. The corporate seal may be affixed to any instrument by impression only, unless by resolution of a majority of the Board of Directors specific authorization is given to attach the corporate seal to multiple instruments by reproduction, by engraving, printing, or other facsimile process.

ARTICLE VII

Agents and Attorneys

Section 1. The Board of Directors may appoint such agents, attorneys and attorneys-in-fact of the corporation as it may deem proper and may by written power of attorney authorize such agents, attorneys or attorneys-in-fact to represent it and for it and in its name, place and stead and for its use and benefit to transact any and all business which said corporation is authorized to transact or do by its Articles of Incorporation and in its name, place and stead and as its corporate act and deed, to sign, acknowledge and execute any and all contracts or instruments in writing necessary or convenient in the transaction of such business as fully to all intents and purposes as said corporation might or could do if it acted by or through its regularly elected and qualified officers.

Section 2. The appointments, authorization and powers referred to in Section 1 of this Article shall not be valid unless authorized or permitted by resolution passed by a majority of the Board of Directors at any meeting of the Directors, regular or special.

ARTICLE VIII

Indemnification of Directors and Officers

Section 1. Any person, by reason of the fact that such person was or is a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation for expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any suit, action or proceeding, including attorneys' fees, if such person was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action, suit or proceeding by or in the right of the corporation. However, the corporation shall not indemnify such officer or director if such person did not act in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation. Termination of any suit, action or proceedings by judgment, order, settlement or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that such officer or director did not act in good faith and in a manner such person

did not reasonably believe to be in or not opposed to the best interest of the corporation.

Section 2. Any person, by reason of the fact that such person was or is a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation for expenses, judgments, fines and amounts paid in settlements actually and reasonably incurred by such person in connection with any suit, action or proceeding, including attorneys' fees, if such person was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, administrative or investigative, brought by or in the right of the corporation. However, the corporation shall not indemnify such officer or director if such person did not act in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and if such person be adjudged liable for negligence or misconduct in the performance of such person's duty to the corporation, the corporation shall only indemnify such person to the extent that the Court in which the action or suit was brought shall determine upon application that such person is reasonably entitled to indemnity for all or any portion thereof of such judgments, fines or expenses, including but not limited to attorneys' fees, which the Court shall deem proper.

Section 3. The corporation shall indemnify any officer or director who is successful on the merits or otherwise in defense of any suit, action or proceedings referred to in Section 1 and Section 2 to the extent of all expenses actually and reasonably incurred by such person in connection with such defense, including, but not limited to, attorneys' fees.

Section 4. The corporation shall not indemnify any director or officer for any fine, settlement, judgment or reasonable expenses or attorneys' fees, unless a determination is made that such director or officer has met the applicable standards of conduct set forth in this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority vote of the common stockholders.

Section 5. The corporation shall upon written request of the officer or director pay the expenses of defending any actual or threatened action, suit or proceedings in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by the officer or director to repay such amount unless it shall be ultimately determined as provided in Section 4 that such person is entitled to be indemnified by the corporation.

Section 6. The corporation shall have the power to purchase insurance on behalf of any officer or director of the corporation or anyone serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprises against any liability asserted against or incurred by such person in such capacity, whether or not the corporation would have the power to indemnify him against such liability under this Article. The right of indemnification under this Article shall not be exclusive, but shall be in addition to all other rights and remedies to which any director or officer may be entitled as a matter of law.

ARTICLE IX

Joint Meetings of Directors and Shareholders

Joint meetings of the directors and shareholders of this corporation may be held at any time or at any place pursuant to a resolution duly adopted by the Board of Directors or pursuant to the written consent of the shareholders and directors.

The minutes of any joint meeting of the shareholders and directors as provided in Section 1 of this Article shall affirmatively show the number of shares of stock of the corporation represented at such meeting and the number of shares of stock voted for or against any resolution, motion or proposition submitted at such meeting.

ARTICLE X

Amendment of Bylaws

These By-Laws may be amended, repealed or replaced by the affirmative vote of a majority of the members of the Board of Directors of the Corporation present at any Board meeting duly called and convened, provided the substance of the proposed amendment, repeal or replacement is stated in the notice of the Board meeting at which such matter is to be considered and acted upon.

Upon motion duly made, seconded and unanimously adopted, the

undersigned, constituting the Board of Directors of Worry Free Service, Inc. do this 29th day of January, 1997, adopt the foregoing By-Laws, Articles I through X inclusive, as the By-Laws of this corporation, and said By-Laws are hereby ratified and adopted by the undersigned and each of them.

/s/Gregory J. Orman
Gregory J. Orman

/s/Mark Schroeder
Mark Schroeder

/s/Mark G. English
Mark G. English

CERTIFICATE OF INCORPORATION
OF

R. S. ANDREWS ENTERPRISES, INC.

ARTICLE I
NAME

The name of the corporation (the "Corporation") is R.S. Andrews Enterprises, Inc.

ARTICLE II
REGISTERED OFFICE: REGISTERED AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, ZIP Code 19801, and the name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware. The Corporation shall possess and exercise all of the powers and privileges granted by the General Corporation Law of the State of Delaware, by any other law or by this Certificate, together with all such powers and privileges incidental thereto as may be necessary or convenient to the conduct, promotion or attainment of the purposes of the Corporation.

ARTICLE IV
CAPITAL STOCK

The Corporation shall have authority, acting by its Board of Directors, to issue not more than One Hundred Million (100,000,000) shares of capital stock divided into classes as follows:

(A) Common Stock. Fifty Million (50,000,000) shares of common stock, \$0.001 par value per share (the "Common Stock"), such shares entitled to one (1) vote per share on any matter on which stockholders of the Corporation are entitled to vote, and such shares being entitled to participation in dividends and to receive the remaining net assets of the Corporation upon dissolution, subject to the rights of the Blank Check Preferred Stock and the Series A Convertible Preferred Stock as hereinafter expressly set forth herein, by law or by the Board of Directors pursuant to this Article IV.

(B) Blank Check Preferred Stock. Thirty Five Million (35,000,000) shares of preferred stock, \$0.001 par value per share (the "Blank Check Preferred Stock"), which may be issued from time to time in one or more series and entitled to such preferences to the Common Stock and the Series A Convertible Preferred Stock (as defined below) as to dividends and distribution of assets of the Corporation on dissolution and shall have such distinctive designations as determined by the Board of Directors, with full power and authority to fix the number of shares constituting such series and to fix the relative rights and preferences of the shares of the series so established to the full extent allowable by law, with respect to dividends, redemptions, payment on liquidation, sinking fund provisions, conversion privileges and voting rights. All shares of the Blank Check Preferred Stock shall be of equal rank and shall be identical, except in respect to the particulars that may be fixed by the Board of Directors as hereinabove provided and which may vary among the series. Different series of the Blank Check Preferred Stock shall not be construed to constitute different classes of stock for the purpose of voting by classes, except when such voting by classes is expressly required by law.

(C) Series A Convertible Preferred Stock. Fifteen Million (15,000,000) shares of preferred stock, par value \$0.001 per share, designated as Series A Convertible Preferred Stock (the "Series A Convertible Preferred Stock"). Except as hereafter provided in this Article IV, the Series A Convertible Preferred Stock and the Common Stock shall be identical in all respects and for all purposes, and the holders of Series A Convertible Preferred Stock and the holders of Common Stock voting together and without distinction as to class shall be entitled to one (1) vote per share in all proceedings and as to all matters with respect to which stockholders of the Corporation shall be entitled to vote. A description of the liquidation preference and conversion rights of the Series A Convertible Preferred Stock is as follows:

(1) Liquidation. Dissolution or Winding Up.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, holders of shares of the then outstanding Series A

Convertible Preferred Stock shall be entitled to receive out of the assets of the Corporation available for distribution to holders of the Corporation's capital stock of all classes, whether such assets are capital, surplus, or earnings, an amount equal to \$5,000,000 before any payment shall be made or any assets distributed to the holders of the shares of Common Stock (the "Liquidation Preference"). If the assets of the Corporation available for distribution to holders of the Corporation's capital stock of all classes shall be insufficient to permit the payment in full in the holders of the Series A Convertible Preferred Stock of the full preferential amount thus distributable, then the entire assets of the Corporation available for such distribution shall be distributed ratably among the holders of the Series A Convertible Preferred Stock. After such payment shall have been made in full to the holders of the Series A Convertible Preferred Stock, any remaining assets shall be distributed among the holders of the Series A Convertible Preferred Stock and the holders of Common Stock of the Corporation, share and share alike, and without any distinction as to class, in proportion to their respective stockholdings.

(b) Notwithstanding anything in Section IV(C)(1)(a) to the contrary, if the amount paid by the holders of Series A Convertible Preferred Stock to the Corporation to purchase their shares of Series A Convertible Preferred Stock is less than Fifteen Million Dollars (\$15,000,000), the Liquidation Preference shall be modified to be equal to the amount determined by dividing the accrual amount paid by the holders of Series A Convertible Preferred Stock for such shares by three (3).

(c) A reorganization of the capital stock of the Corporation or a consolidation or merger of the Corporation with or into any other corporation or other entity, a share exchange involving the Corporation, or a sale, lease, exchange or transfer of all or substantially all of the assets of the Corporation, that shall not in fact result in the liquidation of the Corporation and distribution of its assets to its stockholders, shall not be regarded as a liquidation, dissolution or winding up of the Corporation within the meaning of this Section IV(C)(1) unless, in connection therewith, the liquidation, dissolution or winding up of the Corporation is specifically approved.

(d) Whenever the distribution provided for herein shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the Corporation.

(2) Conversion Rights.

(a) General. Subject to and in compliance with the provisions of this Section IV(C)(2), each share of Series A Convertible Preferred Stock may, at the option of the holder, be converted from and after December 31, 2001, into one (1) fully-paid and non-assessable share of Common Stock.

(b) Conversion Following Underwritten Public Offering. Upon the sale of shares of Common Stock or convertible debt securities of the Corporation in a public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$100,000,000 of net proceeds to the Corporation, then all duly issued and outstanding shares of the Series A Convertible Preferred Stock shall, as of the date of consummation of such public offering, be converted into Common Stock (as in effect immediately prior to the date of consummation of such public offering). The Corporation shall give the holders of the Series A Convertible Preferred Stock notice of the filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended, of any registration statement relating to any proposed public offering not less than 90 days prior to such filing. The holders of shares of Series A Convertible Preferred Stock shall present such shares for surrender to the Corporation on or before the closing date of such public offering and the Corporation shall issue to such holders a certificate or certificates for shares of Common Stock on such closing date.

(c) Recapitalization or Reclassification- If the Common Stock issuable upon the conversion of the Series A Convertible Preferred Stock shall be changed into the same or a different number of shares of any class or classes of stock of the Corporation, whether by recapitalization, reclassification or otherwise, then and in each such event, the holders of the Series A Convertible Preferred Stock shall have the right thereafter to convert such shares into the same kind and amount of shares of stock receivable upon such recapitalization, reclassification or other change that holders of the number of shares of Common Stock into which such shares of Series A Convertible Preferred Stock could have been converted immediately prior to such recapitalization, reclassification or change would have received, all subject to further adjustment as provided herein.

(d) Accountant's Certificate as to Adjustments. In each case of an adjustment or readjustment pursuant to Section IV(C)(2)(c), the Corporation shall furnish each holder of Series A Convertible Preferred Stock with a certificate, prepared by independent certified public accountants of recognized standing,

showing such adjustment or readjustment, and stating in detail the facts upon which such adjustment or readjustment is based.

(e) Exercise of Conversion Privilege. To exercise this conversion privilege, a holder of Series A Convertible Preferred Stock shall surrender the certificate or certificates representing the shares being converted to the Corporation at its principal office, and shall give written notice to the Corporation at that office that such holder elects to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Series A Convertible Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the Corporation or in blank. The date when such written notice is received by the Corporation, together with the certificate or certificates representing the shares of Series A Convertible Preferred Stock being converted, shall be the "Conversion Date". As promptly as practicable after the Conversion Date, the Corporation shall issue and shall deliver to the holder of the shares of Series A Convertible Preferred Stock being converted, or on its written order, such certificate or certificates as it may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Convertible Preferred Stock in accordance with the provisions of this Section IV(C)(2). Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Convertible Preferred Stock shall cease and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby.

(f) Partial Conversion. In the event some but not all of the shares of Series A Convertible Preferred Stock represented by a certificate or certificates surrendered by a holder are converted, the Corporation shall execute and deliver to or on the order of the holder, at the expense of the Corporation, a new certificate representing the number of shares of Series A Convertible Preferred Stock which were not converted.

(g) Reservation of Common Stock. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Convertible Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Convertible Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Convertible Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(3) No Reissuance of Series A Convertible Preferred Stock. No share or shares of Series A Convertible Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue. The Corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Series A Convertible Preferred Stock accordingly.

(4) Restrictions and Limitations.

(a) Except as expressly provided herein or as required by law, so long as any shares of the Series A Convertible Preferred Stock remain outstanding, the Corporation shall not, and shall not permit any subsidiary (which shall mean any corporation or trust of which the Corporation directly or indirectly owns at the time all of the outstanding shares of every class of such corporation or trust other than directors' qualifying shares) to, without the vote or written consent by the holders of at least a majority of the then outstanding shares of the Series A Convertible Preferred Stock, each share of Series A Convertible Preferred Stock to be entitled to one vote in each instance:

(i) redeem, purchase or otherwise acquire for value (or pay into or set aside for a sinking fund for such purpose), any share or shares of Series A Convertible Preferred Stock;

(ii) authorize or issue, or obligate itself to authorize or issue, any other equity security senior to or on a parity with the Series A Convertible Preferred Stock as to liquidation preferences, conversion rights, voting rights or otherwise; or

(iii) effect any sale, lease, exchange or transfer of all or substantially all of the assets of the Corporation or any subsidiary thereof, or any consolidation,

merger or share exchange involving the Corporation or any subsidiary thereof, or any reclassification or other change of stock, or any recapitalization or any dissolution, liquidation or winding up of the Corporation.

(b) The Corporation shall not amend its Certificate of Incorporation, as amended, without the approval by vote or written consent by the holders of at least eighty percent (80%) of the then outstanding shares of Series A Convertible Preferred Stock, each share of Series A Convertible Preferred Stock to be entitled to one vote in each instance, if such amendment would change any of the rights, preferences, privileges of or limitations provided for herein for the benefit of any shares of Series A Convertible Preferred Stock. Without limiting the generality of the next preceding sentence, the Corporation will not amend its Certificate of Incorporation without the approval by the holders of at least a majority of the then outstanding shares of Series A Convertible Preferred Stock if such amendment would:

(i) change the relative seniority rights of the holders of Series A Convertible Preferred Stock as to the payment of dividends in relation to the holders of any other capital stock of the Corporation;

(ii) reduce the amount payable to the holders of Series A Convertible Preferred Stock upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, or change the relative seniority of the liquidation preferences of the holders of Series A Convertible Preferred Stock to the rights upon liquidation of the holders of any other capital stock of the Corporation or change the dividend rights of the holders of Series A Convertible Preferred Stock; or

(iii) cancel or modify the conversion rights of the holders of Series A Convertible Preferred Stock provided for in Section (2) herein.

(5) No Dilution or Impairment. The Corporation, unless the approval of at least eighty percent (80%) of the outstanding shares of Series A Convertible Preferred Stock is obtained, shall not, by amendment of its Certificate of Incorporation, or through any reorganization, sale, lease, exchange or transfer of assets, consolidation, merger or acquisition, share exchange, dissolution, issue or sale of securities (including, without limitation, options, warrants, subscriptions, purchase rights and convertible securities), recapitalization, reclassification, exchange, subdivision, combination or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Series A Convertible Preferred Stock set forth herein, but shall at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Series A Convertible Preferred Stock against dilution or other impairment.

(6) Preemptive Rights. The holders of Series A Convertible Preferred Stock shall have the preemptive right to acquire additional shares of capital stock duly authorized and offered for issuance by the Corporation in accordance with their then existing proportionate ownership interest in the Corporation. In the event that a holder of Series A Convertible Preferred Stock exercises such preemptive right, the Corporation shall issue to such stockholder shares of Series A Convertible Preferred Stock, and if no such shares are available, the Corporation shall cause the amendment of this Certificate of Incorporation to increase the number of authorized but unissued shares of Series A Convertible Preferred Stock.

(7) Stockholders Agreement. The rights of the Series A Convertible Preferred Stock described in Sections IV(C)(4) - (6) above may be limited by and to the extent set forth in an agreement as to which the holders of the Series A Convertible Preferred Stock and the Corporation are all or some of the parties.

ARTICLE V INCORPORATOR

The name of the incorporator is R Stephen Andrews, and his mailing address is at 1800 Montreal Circle, Tucker, Georgia 30084.

ARTICLE VI BYLAWS

Except as otherwise provided in an agreement among the stockholders of the Corporation and the Corporation, the Board of Directors is hereby authorized to adopt, amend, or repeal the Bylaws of this Corporation.

ARTICLE VII BOARD OF DIRECTORS

Except as otherwise provided in an agreement among the stockholders of the Corporation and the Corporation, the number of directors of the Corporation shall be fixed by, or in the manner provided in, the Bylaws.

ARTICLE VIII
INDEMNIFICATION

(a) The Corporation shall indemnify, and upon request shall advance expenses (including attorneys' fees) to, in the manner and to the fullest extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan (an "Indemnitee"). The Corporation may, to the fullest extent permitted by law, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan against any liability which may be asserted against such person. To the fullest extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, penalties, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the fullest extent permitted by law, both as to action in his official capacity and as to action in another capacity while holding such office.

(b) Notwithstanding the foregoing, the Corporation shall not indemnify any such Indemnitee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to secure a judgment in its favor against such Indemnitee with respect to any claim, issue or matter as to which the Indemnitee shall have been adjudged to be liable to the Corporation, unless and only to the extent that, the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnitee is fairly and reasonably entitled to indemnify for such expenses which the Court of Chancery or such other court shall deem proper.

(c) The rights to indemnification and advancement of expenses set forth in this Article VIII are intended to be greater than those which are otherwise provided for in the General Corporation Law of the State of Delaware, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and, with respect to this Article VIII are mandatory, notwithstanding a person's failure to meet the standard of conduct required for permissive indemnification under the General Corporation Law of the State of Delaware, as amended from time to time. The rights to indemnification and advancement of expenses set forth in this Article VIII are nonexclusive of other similar rights which may be granted by law, this Certificate, the Bylaws, a resolution of the Board of Directors or stockholders or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

(d) Any repeal or modification of the provisions of this Article VIII, either directly or by the adoption of an inconsistent provision of this Certificate, shall be prospective only and shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the General Corporation Law of the State of Delaware limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Article VIII which occur subsequent to the effective date of such amendment.

ARTICLE IX
NO PERSONAL DIRECTOR LIABILITY

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of the State of Delaware is amended after the filing of the Certificate of Incorporation of which this Article is a part, to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so

amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name this 22nd day of May, 1998

/s/ R. S. Andrews
R. Stephen Andrews,
Incorporator

BYLAWS
OF
R. S. ANDREWS ENTERPRISES, INC.

ARTICLE I
OFFICES

Section 1.1. Registered Office: The corporation, by resolution of its Board of Directors, may change the location of its registered office as designated in the Certificate of Incorporation to any other place in Delaware. By like resolution, the registered agent at such registered office may be changed to any other person or corporation, including itself Upon adoption of such a resolution, a certificate certifying the change shall be executed, acknowledged and filed with the Secretary of State of Delaware, and a certified copy of the certificate shall be recorded in the office of the recorder for the county in which the new registered office is located (and in the old county, if the registered office is moved from one county to another).

Section 1.2. Other Offices: The corporation may have offices at such other place or places, either within or without the State of Delaware, as the Board of Directors may from time to time designate.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual meeting: The annual meeting of stockholders for the election of directors shall be held on the 31st of May of each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, or on such other dates or at such other time as the Board of Directors may determine by resolution. The stockholders may transact any other proper business at the annual meeting.

Section 2.2. Special Meetings: Special meetings of stockholders for any purpose or purposes may be held at any time upon call of the Chairman of the Board, if any, the President, or a majority of the Board of Directors. A special meeting of stockholders shall be called by the President or the Secretary upon the written request of stockholders owning of record at least one-fifth (1/5) of the outstanding stock of all classes entitled to vote at such meeting.

Section 2.3. Place and Time of Meetings: Meetings of the stockholders for the election of directors, and all other meetings of the stockholders, shall be held at such place or places, within or without the State of Delaware, at such time as may be fixed by the Board of Directors, and shall be specified in the notices or waivers of notice of the meetings; provided, however, that at least ten (10) days' notice shall be given to the stockholders of the place and time so fixed. In the event no place shall be fixed for any such meeting, such meeting shall be held at the corporation's registered office.

Section 2.4. Notice of Meetings: Written notice of stockholders meetings, stating the place, date, and hour of the meetings, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the Chairman of the Board, if any, the President, any Vice President, the Secretary or an Assistant Secretary to each stockholder entitled to vote at the meeting at least ten (10) days but not more than sixty (60) days before the date of the meeting, unless a different period is prescribed by law. When mailed, written notice is deemed to have occurred when deposited in the United States mail, postage prepaid, directed to the stockholders at the address that appears on the records of the corporation. If action taken at a stockholder's meeting requires the filing of a certificate under the Delaware General Corporation Law, the certificate shall, if notice was required and effected, state that notice was given to all persons entitled to receive it.

Section 2.5. Quorum: At each meeting of stockholders, except where otherwise provided by law, the Certificate of Incorporation, these Bylaws, or an agreement among the stockholders and the corporation, the holders of a majority of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for the transaction of any stockholder business. Where a separate vote by class or classes is required, a quorum must be present within the class or classes. In the absence of a quorum, the stockholders so present, by majority vote, the chairman of the meeting, may adjourn the meeting from time to time in the manner provided in Section 2.6 of these Bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of any corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 2.6. Adjournment: Any meeting of stockholders, annual

or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30), or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.7. Organization: The President, or in his absence the Chairman of the Board, or in their absence any Vice President, shall call to order meetings of stockholders and shall act as chairman of such meetings. The Board of Directors, or, if the Board fails to act, the stockholders, appoint any stockholder, director, or officer of the corporation to act as chairman of any meeting in the absence of the Chairman of the Board, the President and all Vice Presidents. The Secretary of the corporation shall act as secretary of all meetings of stockholders, but, in the absence of the Secretary, the chairman of the meeting may appoint any other person to act as secretary of the meeting.

Section 2.8. Votes per Share: Unless the Certificate of Incorporation otherwise provides, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one (1) vote for each share of stock held by him which has voting power upon the matter in question.

Section 2.9. Proxies: Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing a written revocation of the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation.

Section 2.10. Ballots: Unless otherwise stated in the Certificate of Incorporation, election of directors must be by written ballot. All other voting at meetings of stockholders need not be by written ballot.

Section 2.11. Vote Required for Stockholder Action: Except as otherwise provided by law, Certificate of Incorporation, these Bylaws, or an agreement among the stockholders and the corporation, and except for the election of directors, at any meeting duly called and held at which a quorum is present, a majority of the votes cast at such meeting upon a given question by the holders of outstanding shares of stock of all classes of stock of the corporation entitled to vote thereon who are present in person or by proxy shall decide such question.

Section 2.12. Election of Directors: Except as otherwise provided by law, the Certificate of Incorporation, these Bylaws, or an agreement among the stockholders and the corporation, at any meeting duly called and held for the election of directors at which a quorum is present, directors shall be elected by a plurality of the votes cast.

Section 2.13. Determination of Stockholders Entitled to Notice of or to Vote at Stockholders Meeting: In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, (2) if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 2.14. List of Stockholders Entitled to Vote: The Secretary of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where

the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to which stockholders are entitled to examine the stock ledger, the list of stockholders entitled to vote at a meeting, or the books of the corporation, or entitled to vote in person or by proxy at any meeting of stockholders.

Section 2.15. Voting of Shares by Certain Stockholders:

Persons who hold stock in a fiduciary capacity (including, but not limited to, as a voting trustee under a voting trust agreement) be entitled to vote the shares so held. Persons who have pledged their stock shall be entitled to vote, unless in the transfer by the pledgors on the books of the corporation they have expressly empowered the pledgees to vote the stock, in which case only the pledgees or their proxies may represent and vote the stock. If stock stands in the name of more than one person, or more than one person has a fiduciary relationship with respect to the stock, such person(s) must give the Secretary of the corporation written notice of who is to vote the shares and a copy of the instrument or order creating their relationship to the shares. Otherwise, if only one person votes, the vote of one person will bind the others. If more than one person votes, the majority vote among them, will bind them all. If the vote among them is evenly split, each faction may vote the shares proportionately, or, alternatively, a person voting shares or a beneficiary may apply to any court having jurisdiction for the appointment of an additional person to act with the persons voting the shares, which will then be voted as determined by a majority of such persons and the person appointed by the court.

Section 2.16. Action by Consent of Stockholders: Unless

otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to: (1) its registered office in Delaware, by hand or by registered or certified mail, return receipt requested; (2) its principal place of business; or (3) an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the matter required by this Section to the corporation, written consents signed by a sufficient number of stockholders to take action are delivered to the corporation in one of the methods prescribed above. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing, to the extent required by Section 228(d) of the Delaware General Corporation Law. If the action which is consented to is such as would have required the filing of a certificate under the Delaware General Corporation Law if such action had been voted on by stockholders at a meeting thereof, the certificate filed shall state, in lieu of any statement required by Delaware law concerning any vote of stockholders, that written consent and notice have been given as provided in Section 228 of the Delaware General Corporation Law.

Section 2.17. Determination of Stockholders Entitled to

Consent to Corporate Action in Writing Without a Meeting: In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the Delaware General Corporation Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation in one of the methods prescribed in Section 2.16 of these Bylaws. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date for determining stockholders entitled to consent to corporate action without meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

ARTICLE III BOARD OF DIRECTORS

Section 3.1. Qualifications: Number: Term of Office: The

property, business, and affairs of the corporation shall be controlled and managed by a Board of Directors consisting of five

(5) Directors need not be stockholders. Unless otherwise provided by law, the Certificate of Incorporation, these Bylaws or an agreement among the stockholders and the corporation, each director shall be elected by the stockholders entitled to vote on the election of directors at the annual meeting, to serve (subject to the provisions of Section 3.2) until the next succeeding annual meeting of stockholders and until his or her respective successor has been elected and qualified.

Section 3.2. Resignation: Removal: Vacancies:

(a) Resignation: Any director, or any member of a committee of directors, may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the corporation. Any such resignation shall take effect at the time specified in the resignation, or, if the time is not specified in the resignation, then upon receipt of the resignation. The acceptance of such resignation shall not be necessary to make it effective.

(b) Removal: Except as otherwise provided by an agreement among the stockholders and the corporation, any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares entitled at the time to vote at an election of directors.

(c) Vacancies: Except as otherwise provided by an agreement among the stockholders and the corporation, any vacancy in the office of any director through death, resignation, removal, disqualification, or other cause, and any additional directorship resulting from an increase in the number of directors, may be filled at any time by a majority of the directors then in office (even though less than a quorum or only one director remains), or, in the case of vacancies in the offices of all directors, any officer or stockholder of the corporation, or the executor, administrator, trustee, or guardian of a stockholder, or other fiduciary entrusted with like responsibility for the person or estate of a stockholder may call a special meeting of stockholders or may apply to the Delaware Court of Chancery for a decree summarily ordering an election. Subject to the provisions of Section 3.2, the person so chosen shall, in the case of a vacancy in a directorship, hold office for the unexpired term of his predecessor, or in the case of an increase in the number of directors, hold office until his successor shall have been elected and qualified. Except as otherwise provided by law, the Certificate of Incorporation, these Bylaws, or an agreement among the stockholders and the corporation, when a director resigns from the Board, effective at a future date, he may participate in the filling of the vacancies, the vote to take effect when the resignation becomes effective.

Section 3.3. Meetings of Directors: The annual meeting of the Board of Directors, for the election of officers and the transaction of such other business as may come before the meeting, shall be held without notice at the same place as, and immediately following, the annual meeting of the stockholders. Regular meetings of the Board of Directors may be held without notice at such time and place, within or without the State of Delaware, as shall from time to time be determined by the Board. Special meetings of the Board of Directors shall be held at such time and place, within or without the State of Delaware, as shall be designated in the notice of the meeting whenever called by the Chairman of the Board, if any, the President, or upon the written request of stockholders owning of record at least one-fifth (1/5) of the outstanding stock of all classes entitled to vote.

Section 3.4. Notice of Special Meetings: The Secretary, or in his absence any other officers of the corporation, shall give each director notice of the time and place of holding of special meetings of the Board of Directors by mail at least five (5) days before the meeting, or by telegram, cable radiogram, or personal service at least two (2) days before the meeting. Unless otherwise stated in the notice thereof, any and all business may be transacted at any meeting without specification of such business in the notice.

Section 3.5. Telephonic Meetings: Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 3.6. Quorum: Eighty percent (80%) of the members of the Board of Directors as constituted from time to time shall constitute a quorum for the transaction of business, but, if at any meeting of the Board of Directors (whether or not adjourned from a previous meeting) there shall be less than a quorum present, a majority of those present may adjourn the meeting to another time and place, and the meeting may be held as adjourned without further notice or waiver. Except as otherwise provided by law, the Certificate of Incorporation, these Bylaws, or an agreement among the stockholders and the corporation, a majority of the members of the Board of Directors, as constituted from time to time, may decide any question brought before such meeting.

Section 3.7. Conflicts: No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; (2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by an affirmative vote of the stockholders; or (3) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 3.8. Organization: Meetings of the Board of Directors shall be presided over by the President, or in his absence by the Chairman of the Board, or, in the absence of both, by such other person as the directors may select. The Secretary of the corporation shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 3.9. Action by Consent of Directors: Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or are filed with the minutes of proceedings of the Board or committee.

Section 3.10. Compensation of Directors: Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors.

Section 3.11. Committees of the Board of Directors:

(a) Creation of Committees: Except as otherwise provided in an agreement among the stockholders and the corporation, the Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the corporation.

(b) Powers of Committees: Any such committee, if and only to the extent provided in the resolution of the Board of Directors or these Bylaws, shall have and may exercise the powers and authority of the Board of Directors in the management of the business, property, and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to (1) amending the Certificate of Incorporation of the corporation (except that a committee may, to the extent authorized in the resolution or resolutions providing the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the Delaware General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation, or fix the number of shares of any series of stock, or authorize the increase or decrease of the shares of any series); (2) adopting an agreement of merger or consolidation under Sections 251 or 252 of Delaware General Corporation Law; (3) recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets; (4) recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; or (5) amending these Bylaws; and, unless the resolution, Bylaws, or Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to Section 253 of Delaware General Corporation Law.

(c) Absence or Disqualification of Committee Members: The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

(d) Committee Rules: Unless the Board of Directors

otherwise provides, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article III of these Bylaws.

(e) Removals of Committee Members: The Board of Directors, by a vote of not less than a majority of the entire Board, at any meeting thereof, or by written consent, at any time, may, with or without cause, terminate the membership of any member of the Board in a committee or disband any committee.

ARTICLE IV OFFICERS

Section 4.1. Executive Officers: Election: Qualifications: Term of Office: The Board of Directors shall choose a President and Secretary. The Board of Directors may also choose a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Any number of offices may be held by the same person, unless these Bylaws or the Certificate of Incorporation otherwise direct. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding this election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal.

Section 4.2. Powers and Duties of Executive Officers: The officers of the corporation shall have such powers and duties in the management of the corporation as are prescribed in this Section and, to the extent not so provided, as are prescribed by the Board of Directors and as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent, or employee to give security for the faithful performance of his duties.

The officers of the corporation shall have the following duties:

Chairman of the Board

The directors may elect one of their members to be Chairman of the Board of Directors, and that person shall be subject to the control of and may be removed from that position by the Board of Directors. The Chairman of the Board shall perform such duties as may from time to time be assigned to him or her by the Board. In the absence of the President, it shall be the Chairman of the Board's duty to preside at all meetings of stockholders and directors.

President and Chief Executive Officer

The President shall be the Chief Executive Officer of the corporation. It shall be the President's duty to preside at all meetings of the stockholders and directors. It shall also be the President's duty to have general and active management of the business of the corporation; to see that all orders and resolutions of the Board of Directors are carried into effect; and to execute contracts, agreements, deeds, bonds, mortgages and other obligations and instruments, in the name of the corporation. The President shall have the general supervision and direction of the other officers of the corporation and shall see that their duties are properly performed. The President shall submit a report of the operations of the corporation for the year to the stockholders at their annual meeting. The President shall have the general duties and powers of supervision and management usually vested in the office of president of a corporation.

Vice President

The Vice President or Vice Presidents, in the order designated by the Board of Directors, shall be vested with all the powers and required to perform all the duties of the President in the absence or disability of the President and shall perform such other duties as may be prescribed by the Board of Directors.

Secretary

The Secretary shall attend all meetings of the stockholders, the Board of Directors and any executive committee; shall act as clerk thereof and shall record all of the proceedings of such meetings in a book kept for that purpose; shall give proper notice of meetings of stockholders and directors; shall keep an account of stock registered and transferred in such manner and subject to such regulations as the Board of Directors may prescribe; and shall perform such other duties as shall be assigned to the office of Secretary by the President or the Board of Directors.

Treasurer

The Treasurer shall have custody of the funds and securities of the corporation; shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the

Board of Directors, any executive committee or the President, taking proper vouchers for such disbursements, and shall render to the President and directors, whenever they may require it, an account of all the transactions of the Treasurer and of the financial condition of the corporation. The Treasurer shall give to the corporation a bond, if required by the Board of Directors, in such sum and in such form and with such security as is satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer and the restoration to the corporation, in case of his or her death, resignation or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession, belonging to the corporation. The Treasurer shall perform such other duties as the Board of Directors or any executive committee may from time to time prescribe or require.

Assistant Secretary and Assistant Treasurer

The Assistant Secretary shall assist the Secretary and the Assistant Treasurer shall assist the Treasurer in the performance of their respective duties, shall perform all such duties in their absence or disability and shall perform such other duties as may be prescribed by the Board of Directors, the executive committee or the President.

Section 4.3. Resignation: Removal: Vacancies: Any officer may resign at any time upon written notice to the corporation. Except as otherwise provided in any agreement among the stockholders and the corporation, the Board of Directors may remove any officer with or without cause at any time; but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by majority vote of the whole Board of Directors at any regular or special meeting.

Section 4.4. Absence or Disability: Except as otherwise provided in any agreement among the stockholders and the corporation, in case of the absence or disability of any officer of the corporation or for any other reason deemed sufficient by a majority of the members of the Board of Directors, the Board of Directors may (by the affirmative vote of a majority of the members) the powers or duties of the absent or disabled officer to any other officer or to any director during the period of such absence or disability.

Section 4.5. Powers and Duties Regarding the Corporation's Stock In Other Corporations or Other Interests: Unless otherwise ordered by the Board of Directors, the President, the Secretary, and such attorneys or agents of the corporation as may be from time to time authorized by the Board of Directors or the President, shall have full power and authority on behalf of this corporation to attend and to act and vote in person or by proxy at any meeting of the holders of securities of any corporation or other entity in which this corporation may own or hold shares or other securities, and at such meetings shall possess and may exercise all rights and powers incident to the ownership of such shares or other securities which this corporation, as the owner or holder thereof, might have possessed and exercised if present. The President, the Secretary, or such attorneys or agents, may also execute and deliver on behalf of the corporation powers of attorney, proxies, consents, waivers, and other instruments relating to the shares or securities owned or held by this corporation.

ARTICLE V CAPITAL STOCK

Section 5.1. Stock Certificates: The certificates for shares of the capital stock of the corporation shall be in such form as shall be prescribed by law and approved, from time to time, by the Board of Directors. Stockholders shall be entitled to have a certificate signed by the Chairman or Vice Chairman of the Board of Directors, or the President or Vice President, and by the Treasurer or Assistant Treasurer, or the Secretary or Assistant Secretary, certifying the number of shares held. The signatures may be a facsimile.

Section 5.2. Transfer of Shares: Shares of the capital stock of the corporation may be transferred on the books of the corporation only by the holder of such shares or by his duly authorized attorney, upon the surrender to the corporation or its transfer agent of the certificate representing such stock properly endorsed.

Section 5.3. Fixing Record Date: In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted, and which shall not be more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to the above

determinations or purposes.

Section 5.4. Lost Certificates: The Board of Directors or any transfer agent of the corporation may direct a new certificate or certificates representing stock of the corporation to be issued in place of any certificate or certificates previously issued by the corporation, alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors (or any transfer agent of the corporation authorized to do so by a resolution of the Board of Directors) may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the corporation a bond in such sum as the Board of Directors (or any transfer agent so authorized) shall direct to indemnify the corporation against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed or the issuance of such new certificates, and such requirement may be general or confined to specific instances.

Section 5.5. Legends on Shares: All certificates for shares of stock of the corporation shall have placed thereon any legend or legends which counsel for the corporation deems appropriate and desirable for the purpose of compliance with state and federal securities laws.

Section 5.6. Holders of Record: The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Delaware.

ARTICLE VI DIVIDENDS

Except as otherwise provided in an agreement among the stockholders and the corporation, dividends upon the capital stock may be declared by the Board of Directors at any regular or special meeting and may be paid in cash or in property or in shares of the capital stock of the corporation. Before paying any dividend or making any distribution of profits, the directors may set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and may alter or abolish any such reserve or reserves.

ARTICLE VII CONTRACTS. LOANS. CHECK AND DEPOSITS

Section 7.1. Contracts: The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances.

Section 7.2. Loans: No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 7.3. Checks: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by the President, or by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 7.4. Deposits: All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Corporate Seal: The corporate seal shall have inscribed thereon the name of the corporation and shall be in such form as may be approved from time to time by the Board of Directors.

Section 8.2. Fiscal Year: The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 8.3. Books and Records: The books, accounts and records of the corporation, except as otherwise required by the laws of the State of Delaware, may be kept within or without the State of Delaware, at such place or places as may from time to time be designated by resolution of the directors. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information

storage device, provided that the records so kept can be convened into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 8.4. Notices and Waivers Thereof: Whenever any notice is required by Delaware law, the Certificate of Incorporation, or these Bylaws to be given to any stockholder, director, or officer, such notice may be given personally, or by mail, or, in the case of directors or officers, by telegram, cable, or radiogram, addressed to such address as appears on the books of the corporation. Any notice given by telegram, cable or radiogram shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in the United States mail with postage prepaid. Whenever any notice is required to be given by law, the Certificate of Incorporation, or these Bylaws, a written waiver thereof, signed by the person entitled to such notice, whether before or after the meeting or the time stated therein, shall be deemed equivalent in all respects to such notice to the full extent permitted by law. Attendance of such a person at a meeting shall constitute a waiver of notice of such meeting, except when one person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE IX
AMENDMENT OF BYLAWS

Except as otherwise provided by an agreement among the stockholders and the corporation, these Bylaws may be amended, altered, repealed or added to at any regular meeting of the stockholders or Board of Directors or at any special meeting called for that purpose, by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote at a stockholders meeting where a quorum is present, or by a majority of such number of directors constituting a quorum, as the case may be.

CERTIFICATION

The above and foregoing is a true and correct copy of the Bylaws of R. S. Andrews Enterprises, Inc. as of this 22nd day of May, 1998.

By: /s/ R. S. Andrews
R. Stephen Andrews, Secretary

Excerpt:

MINUTES OF ACTION OF
BOARD OF DIRECTORS OF
R.S. ANDREWS ENTERPRISES, INC.
TAKEN BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING

Pursuant to Section 141 of the General Corporation Law of Delaware, the undersigned, constituting the entire Board of Directors of R.S. Andrews Enterprises, Inc. (the "Corporation"), hereby consent to and adopt the following resolutions, which action shall have the same force and effect as if taken by unanimous affirmative vote at a meeting of the Board of Directors of said Corporation, duly called and held pursuant to applicable provisions of the General Corporation Law of Delaware, and direct that this written consent to such action. shall be filed with the minutes of the proceedings of the Directors of the Corporation.

Fixing Number of Directors:

RESOLVED, that the number of members of the Board of Directors of the Corporation is hereby fixed at four (4) members, effective September 17, 2001.

IN WITNESS WHEREOF, we have hereunto subscribed our names as of September 13, 2001.

DIRECTORS:

/s/ John J. DeStefano
John J. DeStefano

/s/ Mark A. Kaiser
Mark A. Kaiser

/s/ Patrice S. Tribble
Patrice S. Tribble

ARTICLES OF INCORPORATION
OF
R.S. ANDREWS TERMITE & PEST CONTROL, INC.

Article 1. Name. The name of the Corporation is R.S. Andrews Termite & Pest Control, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Vincent, Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., The Lenox Building, Suite 1700, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, DeKalb County, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of four (4) members, whose names and addresses are set forth below:

R. Stephen Andrews
1800 Montreal Circle
Tucker, Georgia 30084

Peter J. Aryan
1800 Montreal Circle
Tucker, Georgia 30084

W. David Bledsoe
1800 Montreal Circle
Tucker, Georgia 30084

Connie Couch
1800 Montreal Circle
Tucker, Georgia 30084

Article 7. Director's Liability. No director shall have any personal liability to the Corporation or to its shareholders for monetary damages for breach of duty of care or other duty as a director, by reason of any act or omission occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) liabilities of a director imposed by Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the Jaws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Action for Shareholders Without a Meeting. Any action required or permitted by statute or by the Articles of Incorporation or Bylaws of the Corporation to be taken at a meeting of the shareholders of the Corporation may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by persons entitled to vote at a meeting those shares having sufficient voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were

present and voted. No such written consent shall be valid unless (i) the consenting shareholder has been furnished the same material that would have been required to be sent to shareholders in a notice of a meeting at which the proposed action would have been submitted to the shareholders for action, including notice of any applicable dissenters' rights, or (ii) the consent includes an express waiver of the right to receive the material otherwise required to be furnished. Notice of such action without a meeting by less than unanimous written consent, together with such material, shall be given within, ten (10) days of the taking of such action to those shareholders of record who did not participate in taking the action.

Article 10. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Vincent, Chorey, Taylor & Feil, A Professional Corporation, Suite 1700, The Lenox Building, 3399 Peachtree Road, N.E., Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr. Incorporator

Suite 1700
3399 Peachtree Road, N.E.
Atlanta, Georgia 30326
404/841-3200

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

R.S. ANDREWS TERMITE & PEST CONTROL, INC

1.

The name of the Corporation is R. S. Andrews Termite & Pest Control, Inc. (the "Corporation").

2.

Effective the date of filing, Article 1 of the Articles of Incorporation of the Corporation is amended by deleting the existing Article 1, and by substituting the following therefor:

"Article 1. Name. The name of the Corporation is AllSafe Termite & Pest Control, Inc."

3.

The foregoing amendment was adopted by the Corporation's Board of Directors as of July 31, 1998, and did not require shareholder approval.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by its duly authorized officer as of July 31, 1998.

R.S. ANDREWS TERMITE & PEST CONTROL,
INC.

By: /s/ R. S. Andrews
R. Stephen Andrews, President

BYLAWS

OF

R. S. ANDREWS TERMITE & PEST CONTROL, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Secretary one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the

transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected

Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the

annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary and a Treasurer. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such

terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies

or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may

be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another

foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he acted in a manner he believed to be in good faith, and to be in or not opposed to the best interests of the Corporation, and with respect to any criminal Proceeding, if he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding.

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding (i) by or in the right of the Corporation in which said person was adjudged liable to the Corporation, or (ii) in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) To the extent that a Director or Officer has been successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, or in the defense of any claim, issue or matter therein, the Corporation shall indemnify him against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(e) Except as provided in paragraph (d) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if (i) the Director or Officer furnishes the Corporation a written affirmation of his good faith belief that he has met the standard of conduct set forth in Section 7.06(a), and (ii) the Director or Officer furnishes the Corporation a written undertaking to repay any advances if it is ultimately determined that he is not entitled to indemnification.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprises, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the

nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 17, 1995.

/s/Robert Smelas
Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF ALABAMA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Alabama, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of five(5) members.

Article 7. Director's liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person, who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees, judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigation, in which such person may be involved by reason of his being or having been a director or officer of the Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenexa Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed the Articles of Incorporation.

/s/ David K. Flanigan, Jr.
David K Flanigan, Jr. Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF ALABAMA, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of

Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies

in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board

of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which

it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by fast class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of

the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 1, 1998.

/s/ Robert Smelas
Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF CHARLESTON, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Charleston, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr. Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF CHARLESTON, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held the last business day of the fifth month following the close of each fiscal year, or at such other and date prior thereto and following the close of the fiscal year as shall be determined by the of Directors, for the purpose of electing Directors and transacting such other business as properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be at the proposed special meeting sign, date and deliver to the Corporation one or more demands for the meeting. All such written requests shall state the purpose or purposes the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by or the Articles of Incorporation, written notice of each meeting of the Shareholders, annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year. Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the

general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of January 22, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF COLUMBUS, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Columbus, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be by reason of his being or having been a director or officer of this Corporation or of such enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF COLUMBUS, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of

Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless 5 the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies

in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board

of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law -

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which

it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of no contender or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by fast class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of

the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 1, 1998.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF DALLAS, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Dallas, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF DALLAS, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any

such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to

serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall

be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may

exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers

and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board

of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the

Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by

the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of June 25, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF KANSAS, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Kansas, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of five (5) members.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, Trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF KANSAS, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders,

including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting

held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the

members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other

depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including

attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by fast class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders

or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 1, 1998.

/s/ Robert Smelas
Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF SOUTH CAROLINA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of South Carolina, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF SOUTH CAROLINA, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders,

including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting

held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the

members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other

depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including

attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by fast class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders

or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of December 3, 1998.

/s/ C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF CHATTANOOGA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Chattanooga, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fuiton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Directors Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Fell, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF CHATTANOOGA, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not bylaw, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year. Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 6, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF FAIRFAX, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Fairfax, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, NE, Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF FAIRFAX, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2- 704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the

general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of September 7, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF MARYLAND, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Maryland, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF MARYLAND, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2- 704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof; except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct

required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of August 23, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
R.S. ANDREWS SERVICES, INC.

1.

The name of the Corporation is R. S. Andrews Services, Inc.

2.

The text of the Amended and Restated Articles of Incorporation of the Corporation is as follows:

Article 1. Name. The name of the Corporation is R. S. Andrews Services, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 100,000 shares of capital stock, all of which shall be designated "Common Stock". The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Principal Office. The principal office of the Corporation shall be located at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 5. Director's Liability. No director shall have any personal liability to the Corporation or to its shareholders for monetary damages for breach of duty of care or other duty as a director, by reason of any act or omission occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) liabilities of a director imposed by Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 6. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees) judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 7. Action by Shareholders Without a Meeting. Any action required or permitted by statute or by the Articles of Incorporation or Bylaws of the Corporation to be taken at a meeting of the shareholders of the Corporation may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by persons entitled to vote at a meeting those shares having sufficient voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted.

3.

The Amended and Restated Articles of Incorporation of the Corporation contain amendments to the Articles of Incorporation of the Corporation requiring

Shareholder approval.

4.

The Amended and Restated Articles of Incorporation of the Corporation were adopted and duly approved by the Board of Directors and the Shareholders of the Corporation, in accordance with the provisions of O.C.G.A. Section 14-2-1003, on September 1, 1995.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 1st day of September, 1995.

/s/R. Stephen Andrews
R. Stephen Andrews, President of
R. S. Andrews Services, Inc.

AMENDED AND RESTATED BYLAWS

OF

R.S. ANDREWS SERVICES, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Secretary one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Amended and Restated Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Amended and Restated Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Amended and Restated Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Amended and Restated Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting

held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Amended and Restated Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Amended and Restated Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the

meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Amended and Restated Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of

Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Amended and Restated Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other

valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep the such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signatures shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

- (1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and
- (2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he acted in a manner he believed in good faith to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal Proceeding, if he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding.

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere

or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding (i) by or in the right of the Corporation in which said person was adjudged liable to the Corporation, or (ii) in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) To the extent that a Director or Officer has been successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, or in the defense of any claim, issue or matter therein, the Corporation shall indemnify him against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(e) Except as provided in paragraph (d) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if (i) the Director or Officer furnishes the Corporation a written affirmation of his good faith belief that he has met the standard of conduct set forth in Section 7.06(a), and (ii) the Director or Officer furnishes the Corporation a written undertaking to repay any advances if it is ultimately determined that he is not entitled to indemnification.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Amended and Restated Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that

if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Amended and Restated Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Amended and Restated Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Amended and Restated Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of September 1, 1995.

/s/Peter J. Arvan
Peter J. Arvan, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF STUART II, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Stuart II, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF STUART II, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders,

including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting

held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the

members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other

depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereon except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year. and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including

attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders

or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of November 2, 1999.

/s/ C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF TIDEWATER, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Tidewater, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (The "Code").

Article 3. Capital Stock. The total number of shares of stock which The Corporation shall have authority to issue is not more Than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of The Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which The director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of The Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF TIDEWATER, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct

required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of July 26, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF WILMINGTON, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Wilmington, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF WILMINGTON, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual Meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of

Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct

required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 6, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF JONESBORO, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Jonesboro, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS OF JONESBORO, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy. Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such

place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of

conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever

requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors

shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by fast class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the

Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of November 8, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF VIRGINIA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Virginia, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Identification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorney's fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF VIRGINIA, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders,

including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting

held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the

members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other

depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including

attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders

or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of December 3, 1998.

/s/ Robert Smelas
Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R.S. ANDREWS ENTERPRISES OF TENNESSEE, INC.

Article 1. Name. The name of the Corporation is R.S. Andrews Enterprises of Tennessee, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of five (5) members.

Article 7. Directors Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R. S. ANDREWS ENTERPRISES OF TENNESSEE, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25 %) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a

quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to

exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly

elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each

annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors,

the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to

have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(i) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and
(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments

under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by fast class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 1, 1998.

/s/Robert Smelas
Robert Smelas, Secretary

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

PREMIER SERVICE SYSTEMS, INC.

1.

The name of the Corporation is Premier Service Systems, Inc.

2.

The text of the Amended and Restated Articles of Incorporation of the Corporation is as follows:

Article 1. Name. The name of the Corporation is Premier Service Systems, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Principal Office. The principal office of the Corporation shall be located at The Denmead Building at Marietta Station, 123 Church Street, Suite 210, Marietta, Georgia 30060.

Article 5. Director's Liability. No director shall have any personal liability to the Corporation or to its shareholders for monetary damages for breach of duty of care or other duty as a director, by reason of any act or omission occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) liabilities of a director imposed by Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 6. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 7. Action by Shareholders Without a Meeting. Any action required or permitted by statute or by the Articles of Incorporation or Bylaws of the Corporation to be taken at a meeting of the shareholders of the Corporation may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by persons entitled to vote at a meeting those shares having sufficient voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such action at a meeting at which all shareholders entitled to vote were present and voted.

3.

The Amended and Restated Articles of Incorporation of the Corporation contain amendments to the Articles of Incorporation of the Corporation requiring Shareholder approval.

4.

The Amended and Restated Articles of Incorporation of the Corporation were adopted and duly approved by the Board of

Directors and the Shareholders of the Corporation, in accordance with the provisions of O.C.G.A. Section 14-2-1003, on April 10, 1997.

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation this 23 day of April, 1997.

/s/Robert S. Davis
Robert S. Davis, President
Premier Service Systems, Inc.

ARTICLES OF DISSOLUTION
OF
PREMIER SERVICE SYSTEMS, INC.

ARTICLE I

The name of the corporation is Premier Service Systems, Inc.
(the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS THEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

PREMIER SERVICE SYSTEMS, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain,
Chief Executive Officer

BYLAWS

OF

PREMIER SERVICE SYSTEMS, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings: Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum: Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided

by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) day's notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected

Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum: Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the

annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their

offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term. Removal. Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the

Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person,

whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete

authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic

corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of August 27, 1996.

/s/Marola C. Robison
Marola C. Robison, Secretary

ARTICLES OF INCORPORATION
OF
RSA SERVICES OF FLORIDA, INC.

Article 1. Name. The name of the Corporation is RSA Services of Florida, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION
OF
RSA SERVICES OF FLORIDA, INC.

ARTICLE I

The name of the corporation is RSA Services of Florida, Inc. (the "Corporation").

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

RSA SERVICES OF FLORIDA, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain,
Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF DESOTO, INC.

Article I. Name. The name of the Corporation is R.S. Andrews of DeSoto, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan
David A. Flanigan, Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS OF DESOTO, INC.

ARTICLE I

The name of the corporation is R. S. Andrews of Desoto, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

/s/Frank M. Chamberlain
Frank M. Chamberlain,
Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF FLORIDA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Florida, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan
David A. Flanigan, Jr., Incorporator

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF GRAPEVINE, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Grapevine, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION

OF

R S. ANDREWS OF GRAPEVINE, INC.

ARTICLE I

The name of the corporation is R. S. Andrews of Grapevine, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R. S. ANDREWS OF GRAPEVINE, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive
Officer

ARTICLES OF INCORPORATION

OF

R.S. ANDREWS HOME WARRANTY OF FLORIDA, INC.

Article I. Name. The name of the Corporation is R.S. Andrews Home Warranty of Florida, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at R.S. Andrews Enterprises, Inc., 3510 DeKalb Technology Parkway, Atlanta, DeKalb County, Georgia 30340. The initial registered agent of the Corporation at such address shall be James A. Tramonte.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 DeKalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-282 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonable incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is James A. Tramonte, R.S. Andrews Enterprises, Inc., 3510 DeKalb Technology Parkway, Atlanta, Georgia 30340.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/James A. Tramonte
James A. Tramonte, Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS HOME WARRANTY OF FLORIDA, INC.

ARTICLE I

The name of the corporation is R. S. Andrews Home Warranty of Florida, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R. S. ANDREWS HOME WARRANTY OF FLORIDA, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive
Officer

ARTICLES OF INCORPORATION

OF

R.S. ANDREWS HOME WARRANTY OF TEXAS, INC.

Article I. Name. The name of the Corporation is R.S. Andrews Home Warranty of Texas, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at R.S. Andrews Enterprises, Inc., 3510 DeKalb Technology Parkway, Atlanta, DeKalb County, Georgia 30340. The initial registered agent of the Corporation at such address shall be James A. Tramonte.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 DeKalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-282 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonable incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is James A. Tramonte, R.S. Andrews Enterprises, Inc., 3510 DeKalb Technology Parkway, Atlanta, Georgia 30340.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/James A. Tramonte
James A. Tramonte, Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS HOME WARRANTY OF TEXAS, INC.

ARTICLE I

The name of the corporation is R. S. Andrews Home Warranty of Texas, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE 111

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R. S. ANDREWS HOME WARRANTY OF TEXAS, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF ORLANDO, INC.

Article I. Name. The name of the Corporation is R. S. Andrews of Orlando, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION
OF

R. S. ANDREWS OF ORLANDO, INC.

ARTICLE I

The name of the corporation is R. S. Andrews of Orlando, Inc. (the "Corporation")

ARTICLE II

A notice of intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R. S. ANDREWS OF ORLANDO, INC.

/S/ Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF PALM BEACH, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Palm Beach, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

BYLAWS

OF

R.S. ANDREWS OF PALM BEACH, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (1) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: A Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

- (1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and
- (2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct

required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of this 2nd day of November, 1999.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF SACRAMENTO, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Sacramento, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION
OF

R. S. ANDREWS OF SACRAMENTO, INC.

ARTICLE I

The name of the corporation is R.S. Andrews of Sacramento, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R.S. ANDREWS OF SACRAMENTO, INC.

/s/ Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS SHOWCASE OF ATLANTA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Showcase of Atlanta, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/ David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS SHOWCASE OF ATLANTA, INC.

ARTICLE I

The name of the corporation is R. S. Andrews Showcase of Atlanta, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R. S. ANDREWS SHOWCASE OF
ATLANTA, INC.

/s/ Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF FLORIDA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Florida, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr., Incorporator
David A. Flanigan, Jr.

BYLAWS

OF

R.S. ANDREWS OF FLORIDA, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: a Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term; Removal; Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

(1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and

(2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct

required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of October 1, 1998.

/s/C. Robert Smelas
C. Robert Smelas, Secretary

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF GRAND PRAIRIE, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Grand Prairie, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS OF GRAND PRAIRIE, INC.

ARTICLE I

The name of the corporation is R. S. Andrews of Grand Prairie, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R.S. ANDREWS OF GRAND PRAIRIE, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain
Chief Executive Officer

NOTICE OF INTENT TO DISSOLVE

R. S. ANDREWS OF GRAND PRAIRIE, INC.

To the Secretary of State
of the State of Georgia

Pursuant to Section 14-2-1403 of the Georgia Business Corporation Code the "Code"), the undersigned corporation submits the following Notice of Intent to Dissolve:

1.

The name of the corporation is R. S. Andrews of Grand Prairie, Inc. (the "Corporation").

2.

The dissolution was authorized on December 29, 2001, to be effective upon filing.

3.

Dissolution was duly approved by the shareholders in accordance with Section 14-2-1402 of the Code by shareholder written consent dated December 29, 2001.

4.

A request for publication of notice of intent to voluntarily dissolve the Corporation and payment therefore will be made as required by Section 14-2-1403 of the Code.

IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation has executed this Notice of Intent to Dissolve on this 31 day of December, 2001.

R. S. ANDREWS OF GRAND PRAIRIE, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive Officer

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF STUART I, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Stuart I, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS OF STUART I, INC.

ARTICLE I

The name of the corporation is R. S. Andrews of Stuart I, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R. S. ANDREWS OF STUART I, INC.
/s/Frank M. Chamberlain
Frank M. Chamberlain, Chief Executive Officer

BYLAWS

OF

R.S. ANDREWS OF STUART I, INC.

ARTICLE I. OFFICES

Section 1.01. Registered Office and Agent. The Corporation shall have and continuously maintain a registered office and registered agent in accordance with the provisions of Section 14-2-501 of the Georgia Business Corporation Code.

Section 1.02. Other Offices. The Corporation may have offices at such place or places within or without the State of Georgia as the Board of Directors may from time to time appoint or the business of the Corporation may require or make desirable.

ARTICLE II. SHAREHOLDERS MEETINGS

Section 2.01. Place of Meetings. All meetings of the Shareholders shall be held at such place as may be fixed from time to time by the Board of Directors. In the absence of a resolution adopted by the Board of Directors fixing such place, all meetings shall be held at the principal office of the Corporation.

Section 2.02. Annual meetings. An annual meeting of the Shareholders shall be held on the last business day of the fifth month following the close of each fiscal year, or at such other time and date prior thereto and following the close of the fiscal year as shall be determined by the Board of Directors, for the purpose of electing Directors and transacting such other business as may properly be brought before the meeting.

Section 2.03. Special Meetings. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute or the Articles of Incorporation, may be called by the Chairman of the Board or the President; and shall be called by the Chairman of the Board, the President or the Secretary: (i) when so directed by the Board of Directors, (ii) at the request in writing of any two (2) or more Directors, delivered to such Officer, or (iii) when the holders of at least twenty-five percent (25%) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Corporation one or more written demands for the meeting. All such written requests shall state the purpose or purposes of the proposed meeting.

Section 2.04. Notice of Meetings; Waiver of Notice. Except as otherwise required by statute or the Articles of Incorporation, written notice of each meeting of the Shareholders, whether annual or special, shall be served either personally or by mail, upon each Shareholder of record entitled to vote at such meeting, not less than 10 nor more than 60 days before such meeting. If mailed, such notice shall be directed to a Shareholder at his post office address last shown on the records of the Corporation. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called. Notice of any meeting of Shareholders shall not be required to be given to any Shareholder who, in person or by his attorney thereunto authorized, either before or after such meeting, shall waive such notice by means of a signed writing delivered to the Corporation. Attendance of a Shareholder at a meeting, either in person or by proxy, shall of itself constitute waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, the manner in which it has been called or convened, or the consideration of a particular matter that is not within the purpose or purposes described in the meeting notice, except when a Shareholder attends a meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of business.

Section 2.05. Quorum; Adjournment of Meetings. The holders of a majority of the stock issued, outstanding, and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the Shareholders for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time. If the adjournment is not for more than 120 days, the adjourned meeting may be held without notice other than an announcement at the meeting. If the adjournment is for more than 120 days, or if a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at such meeting. At any such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.06. Voting. At every meeting of the Shareholders, including meetings of the Shareholders for the election of Directors, any Shareholder having the right to vote shall be

entitled to vote in person or by proxy, but no proxy shall be voted after eleven (11) months from its date, unless said proxy provides for a longer period. Each Shareholder shall have one vote for each share of stock having voting power, registered in his name on the books of the Corporation. If a quorum exists, action on a matter (other than the election of Directors) by the Shareholders is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation, these Bylaws, or the Georgia Business Corporation Code requires a greater number of affirmative votes. Unless otherwise provided in the Articles of Incorporation, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present, and the vote for the election of Directors shall be by written ballot.

Section 2.07. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, or in their absence a person appointed by the Board of Directors, shall preside at meetings of the Shareholders. The Secretary of the Corporation, or in the Secretary's absence, any person appointed by the presiding Officer, shall act as Secretary for meetings of the Shareholders.

Section 2.08. Written Consents. Any action required or permitted to be taken at a meeting of the Shareholders of the Corporation may be taken without a meeting if written consent, setting forth the action so taken, and bearing the date of signature, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted. The rights set forth herein shall be governed by and subject to the provisions of O.C.G.A. Section 14-2-704.

Section 2.09. Inspectors of Election. All votes by ballot at any meeting of Shareholders shall be conducted by such number of inspectors of election as are appointed for that purpose by either the Board of Directors or by the Chairman of the meeting. The inspectors of election shall decide upon the qualifications of voters, count the votes and declare the results.

Section 2.10. Record Date. The Board of Directors, in order to determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, shall fix in advance a record date which shall not be more than seventy (70) days before the date of such meeting, nor more than seventy (70) days prior to any other action, and in such case only such Shareholders as shall be Shareholders of record on the date so fixed, and that are otherwise entitled to vote, shall be entitled to such notice of or to vote at such meeting or any adjournment thereof, or to express consent to such corporate action in writing without a meeting, or to receive payment of any such dividend or other distribution or allotment of any rights, or to exercise any such rights in respect of stock or to take any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date is fixed as aforesaid.

ARTICLE III. BOARD OF DIRECTORS

Section 3.01. Authority. Except as may be otherwise provided by any legal agreement among Shareholders, the property and business of the Corporation shall be managed by its Board of Directors. In addition to the powers and authority expressly conferred by these Bylaws, the Board of Directors may exercise all powers of the Corporation and do all such lawful acts and things as are not by law, by any legal agreement among Shareholders, by the Articles of Incorporation, or by these Bylaws directed or required to be exercised or done by the Shareholders.

Section 3.02. Number and Term. The Board of Directors shall consist of that number of members to be fixed by resolution or agreement of the Shareholders from time to time. Each Director (whether elected at an annual meeting of Shareholders or otherwise) shall hold office until the annual meeting of Shareholders held next after his election, and until a successor shall be elected and qualified, or until his earlier death, resignation, incapacity to serve, or removal. Directors need not be Shareholders.

Section 3.03. Vacancies. A vacancy on the Board of Directors shall exist upon the death, resignation, removal, or incapacity to serve of any Director; upon the increase in the number of authorized Directors; and upon the failure of the Shareholders to elect the full number of Directors authorized. The remaining Directors shall continue to act, and such vacancies may be filled by a majority vote of the remaining Directors then in office, though less than a quorum, and, if not filled by prior action of the Directors, may be filled by the Shareholders at any meeting held during the existence of such vacancy.

Section 3.04. Place of Meetings. The Board of Directors may hold its meetings at such place or places within or without the State of Georgia as it may from time to time determine.

Section 3.05. Compensation of Directors. Directors may be allowed such compensation for attendance at regular or special meetings of the Board of Directors and of any special or standing committees thereof as may be from time to time determined by resolution of the Board of Directors.

Section 3.06. Resignation. Any Director may resign by giving written notice to the Board of Directors. The resignation shall be effective on receipt, unless the notice specifies a later time for the effective date of such resignation, in which event the resignation shall be effective upon the election and qualification of a successor. If the resignation is effective at a future time, a successor may be elected before that time to take office when the resignation becomes effective.

Section 3.07. Removal. The Shareholders may declare the position of a Director vacant, and may remove such Director for cause at a special meeting of the Shareholders called for such purpose, on the occurrence of any of the following events: the Director has been declared of unsound mind by a final order of court; the Director has been convicted of a felony; the Director has failed to attend any meeting of the Board for at least a year and a half; or the Director has been presented with one or more written charges, has been given at least ten (10) days' notice of a hearing at which he may have legal counsel present, and has been given the opportunity for such a hearing at a meeting of the Shareholders. The Shareholders may also declare the position of a Director vacant, and may remove such Director without cause, by a vote of two-thirds of the votes cast by the shares entitled to vote at a meeting at which a quorum is present.

Section 3.08. Initial Meeting. Each newly elected Board of Directors shall meet (i) at the place and time which shall have been determined, in accordance with the provisions of these Bylaws, for the holding of the regular meeting of the Board of Directors scheduled to be held first following the annual meeting of the Shareholders at which the newly elected Board of Directors shall have been elected, or (ii) if no place and time shall have been fixed for the holding of such meeting of the Board of Directors, then immediately following the close of such annual meeting of Shareholders and at the place thereof, or (iii) at such time and place as shall be fixed by the written consent of all the Directors of such newly elected Board of Directors. In any event no notice of such meeting to the newly elected Directors shall be necessary in order legally to constitute the meeting.

Section 3.09. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within or without the State of Georgia as shall from time to time be determined by the Board of Directors by resolution, and such resolution shall constitute notice thereof. No further notice shall be required in order legally to constitute such regular meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or the President and shall be called by the Chairman of the Board, the President or the Secretary on the written request of any two (2) or more Directors delivered to such Officer of the Corporation. The Secretary shall give notice of all meetings of the Board of Directors by mailing the notice at least two (2) days before each meeting or by personal delivery or telephoning the Directors not later than one (1) day before each meeting. Any such special meeting shall be held at such time, date and place within or without the State of Georgia as shall be stated in the notice of meeting. No notice of any special meeting of the Board of Directors need state the purposes thereof.

Section 3.11. Waiver of Notice. A Director may waive any notice required by this Article III before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, signed by the Director entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.12. Quorum; Voting. At all meetings of the Board of Directors, the presence of a majority of the authorized number of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Articles of Incorporation or by these Bylaws. In the absence of a quorum, a majority of the Directors present at any meeting may adjourn the meeting from time to time until a quorum is reached. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken.

Section 3.13. Telephonic Participation. Directors may

participate in meetings of the Board of Directors through use of conference telephone or similar communications equipment, provided all Directors participating in the meeting can hear one another. Such participation shall constitute personal presence at the meeting, and consequently shall be counted toward the required quorum and in any vote.

Section 3.14. Conduct of Meetings. The Chairman of the Board of Directors, or in his absence the President, and in their absence the Vice President, if any, named by the Board of Directors, shall preside at meetings of the Board of Directors. The Secretary of the Corporation, or in the Secretary's absence any person appointed by the presiding Officer, shall act as Secretary for meetings of the Board of Directors.

Section 3.15. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if, prior to such action, a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

ARTICLE IV. COMMITTEES

Section 4.01. Executive Committee. The Board of Directors may by resolution adopted by a majority of the entire Board, designate an Executive Committee of one (1) or more Directors. Each member of the Executive Committee shall hold office until the first meeting of the Board of Directors after the annual meeting of the Shareholders next following his election and until his successor member of the Executive Committee is elected, or until his death, resignation, removal, or until he shall cease to be a Director.

Section 4.02. Executive Committee - Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee may exercise all the powers of the Board of Directors in the management of the business affairs of the Corporation, including all powers specifically granted to the Board of Directors by these Bylaws or by the Articles of Incorporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that the Executive Committee shall not have the power to amend or repeal any resolution of the Board of Directors that by its terms shall not be subject to amendment or repeal by the Executive Committee, and the Executive Committee shall not have the authority of the Board of Directors in reference to (1) amending the Articles of Incorporation; (2) adopting, amending or approving a plan of merger or share exchange; (3) adopting, amending or repealing the Bylaws of the Corporation; (4) the filling of vacancies on the Board of Directors or on any committee; (5) approving or proposing to Shareholders action that the Georgia Business Corporation Code requires to be approved by Shareholders; (6) the sale, lease, exchange or other disposition of all or substantially all the property or assets of the Corporation; (7) the removal of any or all of the Officers of the Corporation; or (8) a voluntary dissolution of the Corporation or a revocation of any such voluntary dissolution.

Section 4.03. Executive Committee - Meetings. The Executive Committee shall meet from time to time on call of the Chairman of the Board of Directors, the President, or of any one (1) or more members of the Executive Committee. Meetings of the Executive Committee may be held at such place or places, within or without the State of Georgia, as the Executive Committee shall determine or as may be specified or fixed in the respective notices of such meetings. The Executive Committee may fix its own rules of procedure, including provision for notice of its meetings, shall keep a record of its proceedings, and shall report these proceedings to the Board of Directors at the meeting thereof held next after such meeting of the Executive Committee. All such proceedings shall be subject to revision or alteration by the Board of Directors except to the extent that action shall have been taken pursuant to or in reliance upon such proceedings prior to any such revision or alteration. The Executive Committee shall act by majority vote of its members.

Section 4.04. Executive Committee - Alternate Members. The Board of Directors, by resolution adopted in accordance with Section 4.01, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

Section 4.05. Other Committees. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate one (1) or more other committees, each committee to consist of one (1) or more of the Directors of the Corporation, which shall have such name or names and shall have and may exercise such powers of the Board of Directors in the management of the business and affairs of the Corporation, except the powers denied to the Executive Committee, as may be determined from time to time by the Board of Directors.

Section 4.06. Removal of Committee Members. The Board of Directors shall have power at any time to remove any or all of the members of any committee, with or without cause, to fill vacancies in and to dissolve any such committee.

ARTICLE V. OFFICERS

Section 5.01. Election of Officers. The Board of Directors, at its first meeting after each annual meeting of Shareholders, shall elect a President and may elect such other of the following Officers: A Chairman of the Board of Directors, one or more Vice Presidents (one of whom may be designated Executive Vice President), a Secretary, a Treasurer and a Controller. The Board of Directors at any time and from time to time may appoint such other Officers as it shall deem necessary, including one or more Assistant Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their offices for such terms as shall be determined by the Board of Directors, and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or the Chairman of the Board.

Section 5.02. Compensation. The salaries of the Officers of the Corporation shall be fixed by the Board of Directors, except that the Board of Directors may delegate to any Officer or Officers the power to fix the compensation of any Officer appointed in accordance with the second sentence of Section 5.01 of these Bylaws.

Section 5.03. Term, Removal, Resignation. Each Officer of the Corporation shall hold office until the first meeting of the Board of Directors after the annual meeting of Shareholders following the officer's election and until his successor is chosen or until his earlier resignation, death, removal or termination of his office. Any Officer may be removed with or without cause by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Any Officer may resign by giving written notice to the Board of Directors. The resignation shall be effective upon receipt, or at such time as may be specified in such notice.

Section 5.04. Chairman of the Board. The Chairman of the Board of Directors, when one is elected, may be declared by the Board to be the Chief Executive Officer of the Corporation and, if so, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing the same. The Chairman of the Board shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings.

Section 5.05. President. When no Chairman of the Board has been elected, or if a Chairman has been elected and not declared to be the Chief Executive Officer, or in the event of the death or disability of the Chairman of the Board or at his request, the President shall have all of the powers and perform the duties of the Chairman of the Board. The President shall also have such powers and perform such duties as are specifically imposed upon him by law and as may be assigned to him by the Board of Directors or the Chairman of the Board. The President shall be ex officio a member of all standing committees, unless otherwise provided in the resolution appointing such committees. In the absence of a Chairman of the Board serving as Chief Executive Officer, the President shall call meetings of the Shareholders, the Board of Directors, and the Executive Committee to order and shall act as chairman of such meetings. If no other Officers are elected, the President shall also have all of the powers and perform the duties of Secretary and Treasurer.

Section 5.06. Vice Presidents. The Vice Presidents shall perform such duties as are generally performed by vice presidents. The Vice Presidents shall perform such other duties and exercise such other powers as the Board of Directors, the Chairman of the Board, or the President shall request or delegate. The Assistant Vice Presidents shall have such powers, and shall perform such duties, as may be prescribed from time to time by the Board of Directors, the Chairman of the Board, or the President.

Section 5.07. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Shareholders, shall record all votes and the minutes of all proceedings in books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, any notices required to be given of any meetings of the Shareholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chairman of the Board of Directors, or the President. The Assistant Secretary or Assistant Secretaries shall, in the absence or disability of the Secretary, or at the Secretary's request, perform the duties and exercise the powers and authority herein granted to the Secretary.

Section 5.08. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies, or other depositories as shall from time to time be selected by the Board of Directors. He shall render to the Chairman of the Board of

Directors, the President, and the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and, in general, he shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as may be assigned to him by the Board of Directors, the Chairman of the Board, or the President.

Section 5.09. Controller. The Board of Directors may elect a Controller who shall keep or cause to be kept in the books of the Corporation provided for that purpose a true account of all transactions, and of the assets and liabilities, of the Corporation. The Controller shall prepare and submit to the Chairman of the Board of Directors or President such financial statements and schedules as may be required to keep such Officer currently informed of the operations and financial condition of the Corporation, and shall perform such other duties as may be assigned by the Board of Directors, the Chairman of the Board of Directors or the President.

Section 5.10. Vacancy in Office. In case of the absence of any Officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, any or all of the powers or duties of such Officer to any other Officer or to any Director.

ARTICLE VI. CAPITAL STOCK

Section 6.01. Share Certificates. The interest of each Shareholder shall be evidenced by a certificate or certificates representing shares of stock of the Corporation which shall be in such form as the Board of Directors may from time to time adopt. The certificates shall be consecutively numbered, and the issuance of shares shall be duly recorded in the books of the Corporation as they are issued. Each certificate shall indicate the holder's name, the number of shares, the class of shares and series, if any, represented thereby, a statement that the Corporation is organized under the laws of the State of Georgia, and the par value of each share or a statement that the shares are without par value. Each certificate shall be signed by the Chairman of the Board, the President, or a Vice President, and may (but need not) be signed by Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, if such officer or officers have been elected or appointed by the Corporation; provided, however, that if such certificate is signed by a transfer agent, or by a transfer clerk acting on behalf of the Corporation, and a registrar, the signature of any such Officer may be a facsimile. In the event that any Officer who has signed, or whose facsimile signature has been used on, any such certificate, shall cease to be an Officer of the Corporation, whether because of death, resignation, or otherwise, prior to the delivery of such certificate by the Corporation, such certificate may nevertheless be delivered as though the person whose facsimile signature shall have been used thereon had not ceased to be such Officer.

Section 6.02. Shareholder Records. The Secretary shall keep a record of the Shareholders of the Corporation which readily indicates in alphabetical order or by alphabetical index, and by classes of stock, the names of the Shareholders entitled to vote, the addresses of such Shareholders, and the number of shares held by such Shareholders. Said record shall be presented at all meetings of the Shareholders.

Section 6.03. Stock Transfer Books. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate, or by an attorney lawfully constituted in writing, and upon surrender of the certificate therefor, or in the case of a certificate alleged to have been lost, stolen or destroyed, upon compliance with the provisions of Section 6.06 of these Bylaws.

Section 6.04. Shareholder Rights. The Corporation shall be entitled to treat the record holder of any share of stock of the Corporation as the person entitled to vote such share (if such share represents voting stock) and to receive any dividend or other distribution with respect to such share, and for all other purposes and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

Section 6.05. Transfer Agent. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each stock certificate to bear the signature or signatures of a transfer agent or a registrar or both.

Section 6.06. Replacement Certificates. Any person claiming a certificate of stock to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as the Board of Directors may require and shall, if the Directors so require, give the Corporation a bond of indemnity. Such bond shall be in form and amount satisfactory to the Board of Directors, and shall be with one or more sureties, whereupon an appropriate new certificate may be issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE VII. MISCELLANEOUS

Section 7.01. Inspection of Books. The Board of Directors shall have power to determine which accounts and books of the Corporation, if any, shall be open to the inspection of Shareholders, except with respect to such accounts, books and records as may by law be specifically open to inspection by the Shareholders, and shall have power to fix reasonable rules and regulations not in conflict with the applicable laws, if any, for the inspection of records, accounts, and books which by law or by determination of the Board of Directors shall be open to inspection, and the Shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by resolution of the Board of Directors.

Section 7.03. Seal. The corporate seal shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such seal at any time, the signature of the Corporation followed by the word "SEAL" or "CORPORATE SEAL" enclosed in parenthesis or scroll, shall be deemed to be the seal of the Corporation.

Section 7.04. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of Shareholders, the Corporation shall prepare:

- (1) a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and
- (2) a profit and loss statement showing the results of its operation during its fiscal year.

Upon written request, the Corporation promptly shall mail to any Shareholder of record a copy of the most recent such balance sheet and profit and loss statement.

Section 7.05. Appointment of Agents. The Chairman of the Board of Directors and the President shall be authorized and empowered in the name of and as the act and deed of the Corporation to name and appoint general and special agents, representatives and attorneys to represent the Corporation in the United States or in any foreign country or countries; to name and appoint attorneys and proxies to vote any shares of stock in any other corporation at any time owned or held of record by the Corporation; to prescribe, limit and define the powers and duties of such agents, representatives, attorneys and proxies; and to make substitution, revocation, or cancellation in whole or in part of any power or authority conferred on any such agent, representative, attorney or proxy. All powers of attorney or other instruments under which such agents, representatives, attorneys or proxies shall be so named and appointed shall be signed and executed by the Chairman of the Board of Directors or the President. Any substitution, revocation, or cancellation shall be signed in like manner, provided always that any agent, representative, attorney or proxy, when so authorized by the instrument appointing him, may substitute or delegate his powers in whole or in part and revoke and cancel such substitutions or delegations. No special authorization by the Board of Directors shall be necessary in connection with the foregoing, but this Bylaw shall be deemed to constitute full and complete authority to the Officers above designated to do all the acts and things as they deem necessary or incidental thereto or in connection therewith.

Section 7.06. Indemnification.

(a) Under the circumstances prescribed in this Section 7.06, the Corporation shall indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he is or was a Director or Officer of the Corporation, or, while a Director or Officer, is or was serving at the request of the Corporation as an officer, director, partner, joint venturer, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees) actually and reasonably incurred by him in connection with such Proceeding, but only if he conducted himself in good faith, and reasonably believed: (1) with respect to conduct in his "official capacity" (as that term is defined in Section 14-2-850 of the Georgia Business Corporation Code, as amended), that such conduct was in the best interests of the Corporation; (2) with respect to all other cases, only if that conduct was at least not opposed to the best interests of the Corporation; or (3) with respect to any criminal Proceeding, that he had no reasonable cause to believe his conduct was unlawful. Notwithstanding the above, the indemnification permitted hereunder in connection with a Proceeding by or in the right of the Corporation is limited to reasonable expenses (including attorneys' fees) incurred in connection with a Proceeding in which it is determined that such person has met the standard of conduct

required by this Section 7.06(a).

(b) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in Section 7.06(a).

(c) Notwithstanding the foregoing, the Corporation shall not indemnify any Director or Officer in connection with any Proceeding with respect to conduct for which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) If a Director or Officer has been wholly successful, on the merits or otherwise, in the defense of any Proceeding to which he was a party because he is or was a Director or Officer, the Corporation shall indemnify him against reasonable expenses (including attorneys' fees) incurred by him in connection therewith.

(e) Except as provided in paragraphs (d) and (g) of this Section 7.06, and except as may be ordered by a court, the Corporation shall not indemnify any Director or Officer unless authorized hereunder and a determination has been made that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 7.06(a). Such determination shall be made in accordance with Section 14-2-855 of the Georgia Business Corporation Code, as amended.

(f) Reasonable expenses (including attorneys' fees) incurred by a Director or Officer who is a party to a Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding if the procedures set forth in Section 14-2-853 of the Georgia Business Corporation Code, as amended, are complied with.

(g) The indemnification provided by this Section 7.06 shall not be deemed exclusive of any other right to which the persons indemnified hereunder shall be entitled under law or under contract, and shall inure to the benefit of the heirs, executors or administrators of such persons.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation, or who, while a Director or Officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, joint venturer, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him against such liability under the provisions of this Section 7.06.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall, not later than the next annual meeting of the Shareholders, unless such meeting is held within three (3) months from the date of such payment, and, in any event, within fifteen (15) months from the date of such payment, send by first class mail to its Shareholders of record at the time entitled to vote for the election of Directors, a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

Section 7.07. Reimbursement from Officers. Any payment made to an Officer of the Corporation, such as salary, commission, bonus, interest, rent or entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such Officer to the Corporation to the full extent of such disallowance, unless otherwise approved by the Board of Directors. It shall be the duty of the Board of Directors to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the Corporation has been recovered.

Section 7.08. Reimbursement of Personal Expenses. Each Officer and Director of the Corporation shall be required from time to time to bear personally incidental expenses related to his responsibilities as an Officer and Director which expenses unless specifically authorized shall not be subject to reimbursement by the Company.

ARTICLE VIII. AMENDMENTS

Section 8.01. Amendment. The Bylaws of the Corporation may be altered or amended and new Bylaws may be adopted by the Shareholders at any annual or special meeting of the Shareholders or by the Board of Directors at any regular or special meeting of the Board of Directors; provided, however, that if such action is

to be taken at a meeting of the Shareholders, notice of the general nature of the proposed change in the Bylaws shall have been given in the notice of the meeting.

ARTICLE IX. CONSTRUCTION

Section 9.01. Construction. In the event of any conflict between the terms of these Bylaws and the terms of the Articles of Incorporation or any agreement between and among the Shareholders, the terms of the Articles of Incorporation and/or the agreement between and among the Shareholders shall control and govern.

IN WITNESS WHEREOF, the undersigned Secretary does hereby attest that the foregoing Bylaws were adopted as the Bylaws of the Corporation by act of the Board of Directors of the Corporation as of this 2nd day of November, 1999.

/s/R. Stephen Andrews
R. Stephen Andrews, Director

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS ENTERPRISES OF TOPEKA, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews Enterprises of Topeka, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 1800 Montreal Circle, Tucker, Georgia 30084.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION

OF

R. S. ANDREWS ENTERPRISES OF TOPEKA, INC.

ARTICLE I

The name of the corporation is R. S. Andrews Enterprises of Topeka, Inc.(the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R.S. ANDREWS ENTERPRISES OF
TOPEKA, INC.

/s/Frank M. Chamberlain
/s/Frank M. Chamberlain, President

ARTICLES OF INCORPORATION

OF

R. S. ANDREWS OF VERO BEACH, INC.

Article 1. Name. The name of the Corporation is R. S. Andrews of Vero Beach, Inc.

Article 2. State of Organization. The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code (the "Code").

Article 3. Capital Stock. The total number of shares of stock which the Corporation shall have authority to issue is not more than 10,000 shares of capital stock, all of which shall be designated "Common Stock." The shares of Common Stock shall have unlimited voting rights and shall be entitled to receive all of the net assets of the Corporation upon liquidation or dissolution.

Article 4. Registered Office and Registered Agent. The initial registered office of the Corporation shall be at Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David A. Flanigan, Jr.

Article 5. Principal Office. The initial principal office of the Corporation shall be at 3510 Dekalb Technology Parkway, Atlanta, Georgia 30340.

Article 6. Initial Directors. The initial Board of Directors shall consist of one (1) member.

Article 7. Director's Liability. No director shall have any liability to the Corporation or to its shareholders for monetary damages for any action taken, or for any failure to take any action, as a director, occurring on or subsequent to the date when this provision becomes effective, except that this provision shall not eliminate or limit the liability of a director for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or a knowing violation of law; (c) the types of liability set forth in Section 14-2-832 of the Code; or (d) any transaction from which the director received an improper personal benefit.

Article 8. Indemnification. Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Notwithstanding anything contained herein to the contrary, this Article is intended to provide indemnification to each director and officer of the Corporation to the fullest extent authorized by the Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader rights than said statute permitted the Corporation to provide prior thereto).

Article 9. Incorporator. The name and the address of the Incorporator is David A. Flanigan, Jr., Chorey, Taylor & Feil, A Professional Corporation, 3399 Peachtree Road, N.E., Suite 1700, The Lenox Building, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

/s/David A. Flanigan, Jr.
David A. Flanigan, Jr., Incorporator

ARTICLES OF DISSOLUTION
OF

R. S. ANDREWS OF VERO BEACH, INC.

ARTICLE I

The name of the corporation is R.S. Andrews of Vero Beach, Inc. (the "Corporation")

ARTICLE II

A notice of Intent to Dissolve the Corporation was filed with the Secretary of State of Georgia on December 31, 2001. The Notice of Intent to Dissolve has not been revoked.

ARTICLE III

All known debts, liabilities and obligations of the Corporation have been paid and discharged or adequate provision has been made therefore.

ARTICLE IV

All remaining property and assets of the Corporation have been distributed to its shareholders or adequate provision has been made therefore or such property and assets have been deposited with the Department of Administrative Services as provided in Section 14-2-1440 of the Georgia Business Corporation Code.

ARTICLE V

There are no actions pending against the Corporation in any court or adequate provision has been made for the satisfaction of any judgment, order or decree which may be entered against the Corporation in any pending action.

IN WITNESS WHEREOF, the undersigned authorized officer has executed these Articles of Dissolution this 31 day of December, 2001.

R.S. ANDREWS OF VERO BEACH, INC.

/s/Frank M. Chamberlain
Frank M. Chamberlain, Chief
Executive Officer

State of Missouri. Office of Secretary of State
Roy D. Blunt, Secretary of State

Articles of Incorporation
(To be submitted in duplicate by an attorney or incorporator.)

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

Article One

The name of the corporation is KLT Inc.

Article Two

The address, including street and number, if any, of the corporation's initial registered office in this state is 1201 Walnut, Kansas City, Missouri 64106 and the name of its initial agent at such address is Jane Rosenthal.

Article Three

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be:

The aggregate number of shares which the Corporation shall have the authority to issue shall be One Hundred Twenty Thousand (120,000) shares of common stock, all of which are without par value.

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions, or special or relative rights, including convertible rights, in respect to the shares herein authorized.

Article Four

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

No holder of outstanding shares of any class shall have any preemptive right to subscribe for or acquire shares of stock or any securities of any kind issued by the Corporation.

Article Five

The name and place of residence of each incorporator is as follows:

Name	Street	City
Samuel P. Cowley	2427 W. 63rd Street	Shawnee Mission, KS 66208

Article Six

(Designate which and complete the applicable paragraph.)

(X) The number of directors to constitute the first board of directors is three (3). Thereafter the number of directors shall be fixed by, or in the manner provided by the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change. (NOTE: If the number of directors is to be one or two, do not check this box.)

OR

() The number of directors to constitute the board of directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

The names of the members of the first Board of Directors are as

follows:

B. J. Beaudoin
S. P. Cowley
R. G. Wasson

Article Seven

The duration of the corporation is perpetual.

Article Eight

The corporation is formed for the following purposes:

The Corporation is organized to engage in any lawful purpose.

Article Nine

Except as otherwise specifically provided by statute, all powers of management and director control of the Corporation shall be vested in the Board of Directors.

The Board of Directors shall have power to make, and from time to time repeal, amend and alter the bylaws of the Corporation; provided, however, that the paramount power to repeal, amend and alter the Bylaws or to adopt new bylaws, shall always be vested in the shareholders, which power may be exercised by a vote of a majority thereof present at any annual or special meeting of the shareholders, and the directors thereafter have no power to suspend, repeal, or amend or otherwise alter any bylaws or portion thereof so enacted by the shareholders, unless the shareholders in enacting such bylaws or portion thereof shall otherwise provide.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed on 3rd day of November, 1992.

/s/Samuel P. Cowley
Samuel P. Cowley, Incorporator

State of MISSOURI)
) ss
County of JACKSON)

I, Janee C. Rosenthal, a Notary Public, do hereby certify that on this 3rd day of November, 1992, personally appeared before me Samuel P. Cowley (and _____), who being by me first duly sworn, (severally) declared that he is (they are) the person(s) who signed the foregoing document as incorporator(s), and that the statements therein contained are true.

(Notarial Seal) /s/Janee C. Rosenthal
 Notary Public
 My Commission Expires
 February 25, 1995
 Janee C. Rosenthal
 Notary Public State of Missouri
 Clay County
 My Commission Exp. Feb. 25, 1995

CERTIFICATE OF AMENDMENT
TO
KLT INC.'S
ARTICLES OF INCORPORATION

This certificate is hereby filed on behalf of KLT Inc., Charter No. 372880.

Kansas City Power & Light Company, the sole shareholder of KLT Inc. which currently owns all of the 61,000 outstanding shares of KLT Inc. adopted the following amendment to KLT Inc.'s Articles of Corporation on December 10, 1996:

The aggregate number of shares which the Corporation shall have the authority to issue shall be Two Hundred Fifty Thousand (250,000) shares of common stock, all of which are without par value.

IN WITNESS WHEREOF, KLT Inc. has caused this Certificate to be signed and verified by Ronald G. Wasson, its President, and countersigned by Janee C. Rosenthal, its Corporate Secretary, all on this 10th day of December, 1996.

KLT Inc.

/s/Ronald G. Wasson
President

/s/Janee C. Rosenthal
Corporate Secretary

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

I, Vickie L. Flores, a Notary Public, do hereby certify that on this 10th day of December, 1996, personally appeared before me Ronald G. Wasson, who, being by me first duly sworn, declared that he is President of KLT Inc., that he signed the foregoing document as President of the Corporation, and that the statements therein contained are true.

/s/Vickie L. Flores
Notary Public in and for the State
Of Missouri, County of Clay

My Commission expires
May 29, 2000

KLT INC.

BYLAWS

AS AMENDED NOVEMBER 19, 1992, JANUARY 19, 1998,
FEBRUARY 28, 2000 and FEBRUARY 12, 2001

KLT INC.

BYLAWS

ARTICLE I
OFFICES

Section 1. The registered office of the Corporation in the State of Missouri shall be at 222 East Dunklin Street, Jefferson City, MO 65101. The name of the registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company. [Amended January 19, 1998].

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the Chairman of the Board, by the President, by the Board of Directors, or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

In all elections for directors, each shareholder shall be entitled to one vote for each share owned by him or her, and each shareholder may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates. There shall be no cumulative voting.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting.

At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The Chairman of the Board, or in his absence the President of the Corporation, shall convene all meetings of the shareholders and shall act as chairman thereof. The Board of Directors may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the Chairman of the Board and the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Articles of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting

forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The property, business and affairs of the Corporation shall be managed and controlled by a Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 2. The Board of Directors shall consist of six directors who shall be elected at the annual meeting of the shareholders. Each director shall be elected to serve until the next annual meeting of the shareholders and until his successor shall be elected and qualified. Directors need not be shareholders. [Amended February 28, 2000]

Section 3. In case of the death or resignation of one or more of the directors of the Corporation, a majority of the remaining directors, though less than a quorum, may fill the vacancy or vacancies until the successor or successors are elected at a meeting of the shareholders. A director may resign at any time and the acceptance of his resignation shall not be required in order to make it effective.

Section 4. The Board of Directors may hold its meetings either within or without the State of Missouri at such place as shall be specified in the notice of such meeting, and members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar conversations whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 5. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors by resolution shall from time to time determine. The Secretary shall give at least three days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the President or two members of the Board and shall be held at such place as shall be specified in the notice of such meeting. The Secretary shall give not less than three days' notice of the time, place and purpose of each such meeting to each director in the manner provided in Section 9 of this Article III.

Section 7. 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 8. The Board of Directors, by the affirmative vote of a majority of directors, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers or otherwise. By resolution, the Board of Directors may be paid for expenses, if any, of attendance at each meeting of the Board.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone or by telegram addressed to such director at such address as appears on the books of the Corporation, or by hand delivery to the regular office of the director, or by mail by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to such director at such address as appears on the books of the Corporation. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, telegraphed, hand delivered or mailed.

Attendance of a director at any 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.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the President of the Corporation and two additional directors who shall be elected by the Board of Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the Committee, and shall be held at such time and place as shall be specified in the notice of such meeting and shall be subject to the provisions of Section 4 of this Article III. The Secretary shall give at least one day's notice of the time, place and purpose of each such meeting to each Committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Kansas City, Missouri, at least three days' notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the Committee members shall constitute a quorum and the unanimous act of all the members of the Committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. The Board of Directors at the annual or any regular or special meeting of the directors shall, by resolution adopted by a majority of the whole Board, designate two or more directors to constitute an Audit Committee and appoint one of the directors so designated as the chairman of the Audit Committee. Membership on the Audit Committee shall be restricted to those directors who are independent of the management of the Corporation and are free from any relationship that, in the opinion of the Board, would interfere with the exercise of independent judgment as a member of the committee. Vacancies in the committee may be filled by the Board at any meeting thereof. Each member of the Audit Committee shall hold office until such committee member's resignation or removal from the Audit Committee by the Board, or until such committee member otherwise ceases to be a director. Any member of the Audit Committee may be removed from the committee by resolution adopted by a majority of the whole Board. The compensation, if any, of members of the committee shall be established by resolution of the Board.

The Audit Committee shall be responsible for: recommending to the Board the appointment or discharge of independent auditors; reviewing with the management and the independent auditors the terms of engagement of independent auditors, including the fees, scope and timing of the audit and any other services rendered by the independent auditors; reviewing with the independent auditors and management the Corporation's policies and procedures with respect to internal auditing, accounting and financial controls; reviewing with the management the independent statements, audit results and reports and the recommendations made by any of the auditors with respect to changes in accounting procedures and internal accounting controls; and performing any other duties or functions deemed appropriate by the Board. The Audit Committee shall have the powers and rights necessary or desirable to fulfill these responsibilities, including the power and right to consult with legal counsel and to rely upon the opinion of legal counsel. The Audit Committee is authorized to communicate directly with the Corporation's financial officers and employees, internal auditors and independent auditors as it deems desirable and to have the internal auditors or independent auditors perform any additional procedures as it deems appropriate.

All actions of the Audit Committee shall be

reported to the Board at the next meeting of the Board.

The minute books of the Audit Committee shall at all times be open to the inspection of any director.

The Audit Committee shall meet at the call of its chairman or of any two members of the Audit Committee (or if there shall be only one other member, then at the call of that member). A majority of the Audit Committee shall constitute a quorum for the transaction of business (or if there shall only be two members, then both must be present), and the act of a majority of those present at any meeting at which a quorum is present (or if there shall be only two members, then they must act unanimously) shall constitute the act of the Audit Committee. [Added February 28, 2000]

Section 15. The Board of Directors at the annual or any regular or special meeting shall, by resolution adopted by a majority of the whole Board, designate two or more directors to constitute a Compensation Committee. Membership on the Compensation Committee shall be restricted to disinterested persons which for this purpose shall mean any director who, during the time such director is a member of the Compensation Committee is not eligible, and has not at any time within one year prior thereto been eligible, for selection to participate (other than in a manner as to which the Compensation Committee has no discretion) in any of the compensation plans administered by the Compensation Committee. Vacancies in the committee may be filled by the Board at any meeting. Each member of the committee shall hold office until such committee member's successor has been duly elected and qualified, or until such committee member's resignation or removal from the Compensation Committee by the Board, or until such committee member otherwise ceases to be a director or a disinterested person. Any member of the Compensation Committee may be removed by resolution adopted by a majority of the whole Board. The compensation, if any, of the members of the Compensation Committee shall be established by resolution of the Board.

The Compensation Committee shall, from time to time, recommend to the Board the compensation and benefits of the executive officers of the Corporation.

The Compensation Committee shall have the power and authority vested in the Board by any benefit, incentive or other plan of the Corporation. The Compensation Committee shall also make recommendations to the Board with regard to the compensation of the Board and its committees, with the exception of the Compensation Committee.

All actions of the Compensation Committee shall be reported to the Board at the next meeting of the Board.

The minute books of the Compensation Committee shall at all times be open to the inspection of any director.

The Compensation Committee shall meet at the call of the chairman of the Compensation Committee or of any two members of the Compensation Committee (or if there shall be only one other member, then at the call of that member). A majority of the Compensation Committee shall constitute a quorum for the transaction of business (or if there shall be only two members, then both must be present), and the act of a majority of those present at any meeting at which a quorum is present (or if there shall be only two members, then they must act unanimously) shall be the act of the Compensation Committee. [Added February 28, 2000]

Section 16. The Board of Directors, by resolution adopted by a majority of the whole Board, may designate one or more additional directors as alternate members of any committee to replace any absent or disqualified member at any meeting of that committee, and at any time may change the membership of any committee or amend or rescind the resolution designating the committee. In the absence or disqualification of a member or alternate member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member, provided that the director so appointed meets any qualifications stated in these Bylaws or the resolution designating the committee or any amendment thereto. [Added February 28, 2000]

Section 17. Unless otherwise provided in these Bylaws or in the resolution designating any committee, any committee may fix its rules or procedures, fix the time and place of its meetings and specify what notice of meetings, if any, shall be given. [Added February

Section 18. If all the directors severally or collectively shall consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors. [Renumbered February 28, 2000]

ARTICLE IV

OFFICERS

Section 1. The officers of the Corporation may include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the Board of Directors at its first regularly held meeting each year. [Amended February 12, 2001]

Section 3. The Board of Directors may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

Section 1. The Chairman of the Board shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the shareholders and at all meetings of the Board of Directors, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 2. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the Board of Directors to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, or if the office of Chairman of the Board be vacant, the President shall preside at all meetings of the shareholders and at all meetings of the Board of Directors.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 4. The Secretary shall attend all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall perform such other duties

as may be prescribed by the Board of Directors or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the Board of Directors and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 6. Unless otherwise ordered by the Board of Directors, the Chairman of the Board, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI CERTIFICATES OF STOCK

Section 1. The Board of Directors shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the Chairman of the Board, the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII DIVIDENDS

Dividends may be declared at such times as the Board of Directors shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Corporation to be made to the shareholders.

ARTICLE IX

WAIVER OF NOTICE

Whenever by statute or by the Articles of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

INDEMNIFICATION BY THE CORPORATION

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

The Board of Directors may make, alter, amend or repeal Bylaws of the Corporation by a majority vote of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

State of Missouri
Rebecca McDowell Cook, Secretary of State
James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

Amended Articles Accepting
Close Corporation Law
(Submit in duplicate with filing fee of \$325.00)

The corporation's Articles of Incorporation are hereby amended and restated by two-thirds of all outstanding shareholders on May 16, 2000 to become a statutory close corporation:

Article One

The name of the corporation is KLT Investments, Inc. and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Corporation Service Company d/b/a CSC-Lawyers
Incorporating Service Company 221 Bolivar Street,
Jefferson City, MO 65101

Article Three

(A) The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue are as follows: 40,000 shares of common stock, all of which are without par value.

(B) The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions or special or relative rights, including convertible rights, in respect of the shares herein authorized.

Article Four

(A) The transfer of shares by a living shareholder are as follows:

1. Governed by section 351.770; or
2. Stated as follows (state conditions for transfer): There are no conditions or restrictions on transfer.

(B) The transfer of shares of a deceased shareholder are as follows:

1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

2. Governed by the following conditions: There are no conditions or restrictions on transfer.

Article Five
(Choose one)

X The corporation does not have a board of directors; or

The number of directors to constitute the

first board of directors is

Thereafter the number of directors shall be fixed by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

The number of directors to constitute the board of directors is (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

Article Six

The duration of the corporation is perpetual.

Article Seven

The corporation is formed for the following purposes: The corporation is organized to engage in any lawful purpose.

Article Eight

This close corporation shall be dissolved in the following manner (complete both A & B):

(A) The following shareholder or shareholders have authority to dissolve the corporation (indicate all if all have authority and the percentage of votes required to vote on the dissolution, otherwise list name of individual shareholders with authority to dissolve): All shareholders have authority to vote on a proposal of dissolution. Such proposal must be approved by at least 2/3 of the votes entitled to be cast on the proposal.

(B) The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here); or
2. Upon the occurrence or the following specified event(s) or contingency(ies):

Article Nine

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation. (351.760, RSMo)

Article Ten

(Any additional optional statements)

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

/s/Mark G. English
Signature of Officer or Chairman of the Board

Jane C. Rosenthal
Printed or Typed Name of Incorporator

May 16, 2000
Date of Signature

KLT INVESTMENTS INC.

AMENDED AND RESTATED
BYLAWS

JULY 3, 2000

KLT INVESTMENTS INC.

AMENDED AND RESTATED
BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office of the Corporation in the State of Missouri shall be at Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 221 Bolivar Street Jefferson City MO 65101.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be

produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Certificate of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the

United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as "designated directors".

Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

ARTICLE IV

OFFICERS

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

Section 1. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time. The President shall preside at all meetings of the shareholders.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the

Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders.

He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation.

The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

DIVIDENDS

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation

shall be the calendar year.

ARTICLE IX

WAIVER OF NOTICE

Whenever by statute or by the Certificate of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

INDEMNIFICATION BY THE CORPORATION

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a shareholder, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

The shareholders may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

State of Missouri
Rebecca McDowell Cook, Secretary of State
James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

Amended Articles Accepting
Close Corporation Law
Submit in duplicate with filing fee of \$25.00)

The corporation's Articles of Incorporation are hereby amended and restated by two-thirds of all outstanding shareholders on May 16, 2000 to become a statutory close corporation:

Article One

The name of the corporation is KLT Investments II Inc. and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Corporation Service Company d/b/a CSC-Lawyers
Incorporating Service Company 221 Bolivar Street,
Jefferson City, MO 65101

Article Three

(A) The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue are as follows: 25,000 shares of common stock, all of which are without par value.

(B) The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows: There shall be no preferences, qualifications, limitations, restrictions or special or relative rights, including convertible rights, in respect of the shares herein authorized.

Article Four

(A) The transfer of shares by a living shareholder are as follows:
1. Governed by section 351.770; or
2. Stated as follows (state conditions for transfer): There are no conditions or restrictions on transfer.

(B) The transfer of shares of a deceased shareholder are as follows:
1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

2. Governed by the following conditions: There are no conditions or restrictions on transfer.

Article Five
(Choose one)

X The corporation does not have a board of directors; or

The number of directors to constitute the first board of directors is

Thereafter the number of directors shall be fixed

by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

The number of directors to constitute the board of directors is (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

Article Six

The duration of the corporation is perpetual.

Article Seven

The corporation is formed for the following purposes: The corporation is organized to engage in any lawful purpose.

Article Eight

This close corporation shall be dissolved in the following manner (complete both A & B):

(A) The following shareholder or shareholders have authority to dissolve the corporation (indicate all if all have authority and the percentage of votes required to vote on the dissolution, otherwise list name of individual shareholders with authority to dissolve): All shareholders have authority to vote on a proposal of dissolution. Such proposal must be approved by at least 2/3 of the votes entitled to be cast on the proposal.

(B) The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here); or
2. Upon the occurrence or the following

specified event(s) or contingency(ies):

Article Nine

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation. (351.760, RSMo)

Article Ten

(Any additional optional statements)

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: (Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

/s/Gregory J. Orman
Signature of Officer or Chairman of the Board

Janee C. Rosenthal
Printed or Typed Name of Incorporators

May 16, 2000
Date of Signature

KLT INVESTMENTS II INC.

AMENDED AND RESTATED
BYLAWS

JULY 3, 2000

KLT INVESTMENTS II INC.

AMENDED AND RESTATED
BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office of the Corporation in the State of Missouri shall be at Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 221 Bolivar Street Jefferson City MO 65101.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time

during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Certificate of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as "designated directors".

Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

ARTICLE IV

OFFICERS

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

Section 1. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time. The President shall preside at all meetings of the shareholders.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the

custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders.

He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

DIVIDENDS

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX

WAIVER OF NOTICE

Whenever by statute or by the Certificate of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

INDEMNIFICATION BY THE CORPORATION

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a shareholder, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

The shareholders may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

CERTIFICATE OF INCORPORATION
OF
ENERGETECHS, INC.

FIRST: The name of the corporation is
ENERGETECHS, Inc.

SECOND: Its Registered Office in the
State of Delaware is to be located at 1209 Orange
Street, in the City of Wilmington, County of New
Castle, 19801. The Registered Agent in charge thereof
is The Corporation Trust Company.

THIRD: The purpose of the corporation is
to engage in any lawful act or activity for which
corporations may be organized under the General
Corporation Law of Delaware.

FOURTH: The amount of the total
authorized capital stock of this corporation is One
Thousand Dollars No/00 (\$1,000.00) divided into One
Thousand (1,000) shares of One Dollar (\$1.00) each.

FIFTH: The name and mailing address of
the incorporator is as follows: Mark G. English, 1201
Walnut, Kansas City, Missouri 64141.

SIXTH: A director of the corporation
shall not be personally liable to the corporation or
its stockholders for monetary damages for breach of
fiduciary duty as a director except for liability (i)
for any breach of the director's duty of loyalty to the
corporation or its stockholders; (ii) for acts or
omissions not in good faith or which involve
intentional misconduct or a knowing violation of law,
(iii) under Section 174 of the Delaware General
Corporation Law, or (iv) for any transaction from which
the director derived any improper personal benefit. If
the Delaware General Corporation Law is amended after
the filing of the Certificate of Incorporation of which
this Article is a part, to authorize corporate action
further eliminating or limiting the personal liability
of directors, then the liability of a director of the
corporation shall be eliminated or limited to the
fullest extent permitted by the Delaware General
Corporation Law, as so amended. Any amendment,
modification or repeal of the foregoing sentence shall
not adversely affect any right or protection of a
director of the corporation hereunder in respect of any
act or omission occurring prior to the time of such
amendment, modification or repeal.

SEVENTH: The corporation reserves the
right at any time, and from time to time, to amend,
alter, change or repeal any provision contained in this
Certificate of Incorporation, and other provisions
authorized by the laws of the State of Delaware, in the
manner now or hereafter prescribed by law; and all
rights, preferences and privileges of whatsoever nature
conferred upon stockholders, directors or any other
persons whomsoever by and pursuant to this Certificate
of Incorporation in its present form or as hereafter
amended or granted subject to the rights reserved in
this Article.

EIGHTH: The number of directors shall be
fixed by or shall otherwise be determined in the manner
provided in the Bylaws of the corporation.

NINTH: The Board of Directors of the
corporation shall have the power to make, alter, amend
or repeal Bylaws for the corporation from time to time.

TENTH; The corporation shall indemnify any person who
was or is a party or is threatened to be made a party
to any threatened, pending or completed action, suit,
or proceeding, whether civil, criminal, administrative
or investigative (other than an action by or in the
right of the corporation) by reason of the fact that
such person is or was a director or officer of the
corporation, or is or was serving at the request of the
corporation as a director or officer of another
corporation, partnership, joint venture, trust or other
enterprise to the fullest extent permitted by the laws
of the State of Delaware.

The corporation may indemnify any
person who was or is a party or is threatened to be
made a party to any threatened, pending or completed
action, suit, or proceeding, whether civil, criminal,
administrative or investigative (other than an action
by or in the right of the corporation) by reason of the
fact that such person is or was an employee or agent of

the corporation, or is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the fullest extent permitted by the laws of the State of Delaware.

I, the undersigned, for the purpose of forming a corporation under The laws of the State of Delaware, do make, file and record this Certificate, and do certify, that the facts herein stated are true, and have accordingly hereunto set my hand on this 24 day of April, 1997.

/s/Mark G. English
MARK G. ENGLISH

STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

On this 24th day of April, 1997, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Mark G. English, to me known to be the person who executed the foregoing instrument in my presence and that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

/s/Vickie L. Flores
Notary Public

My Commission Expires:

May 29, 2000
VICKIE L. FLORES
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. MAY 29,2000

ENERGETECHS, INC.

BYLAWS

DATED JUNE 30, 1997

ENERGETECHS, INC.

BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office of the Corporation in the State of Missouri shall be at 1201 Walnut, in Kansas City, Jackson County, Missouri.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the Chairman of the Board, by the President, by the Board of Directors, or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all

shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

In all elections for directors, each shareholder shall be entitled to one vote for each share owned by him or her, and each shareholder may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates. There shall be no cumulative voting.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting.

At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The Chairman of the Board, or in his absence the President of the Corporation, shall convene all meetings of the shareholders and shall act as chairman thereof. The Board of Directors may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the Chairman of the Board and the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Articles of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The property, business and affairs of the Corporation shall be managed and controlled by a Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 2. The Board of Directors shall consist of five directors who shall be elected at the annual meeting of the shareholders. Each director shall be elected to serve until the next annual meeting of the shareholders and until his successor shall be elected and qualified. Directors need not be shareholders.

Section 3. In case of the death or resignation of one or more of the directors of the Corporation, a majority of the remaining directors, though less than a quorum, may fill the vacancy or vacancies until the successor or successors are elected at a meeting of the shareholders. A director may resign at any time and the acceptance of his resignation shall not be required in order to make it effective.

Section 4. The Board of Directors may hold its meetings either within or without the State of Missouri at such place as shall be specified in the notice of such meeting, and members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar conversations whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 5. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors by resolution shall from time to time determine. The Secretary shall give at least three days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the President or two members of the Board and shall be held at such place as shall be specified in the notice of such meeting. The Secretary shall give not less than one day notice of the time, place and purpose of each such meeting to each director in the manner provided in Section 9 of this Article III.

Section 7. 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 8. The Board of Directors, by the affirmative vote of a majority of directors, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers or otherwise. By resolution, the Board of Directors may be paid for expenses, if any, of attendance at each meeting of the Board.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone or by telegram addressed to such director at such address as appears on the books of the Corporation, or by hand delivery to the regular office of the director, or by mail by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to such director at such address as appears on the books of the Corporation. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, telegraphed, hand delivered or mailed.

Attendance of a director at any 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.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the

meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the President of the Corporation and two additional directors who shall be elected by the Board of Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the Committee, and shall be held at such time and place as shall be specified in the notice of such meeting and shall be subject to the provisions of Section 4 of this Article III. The Secretary shall give at least one day's notice of the time, place and purpose of each such meeting to each Committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Kansas City, Missouri, at least three days' notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the Committee members shall constitute a quorum and the unanimous act of all the members of the Committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. If all the directors severally or collectively shall consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

ARTICLE IV

OFFICERS

Section 1. The officers of the Corporation may include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the Board of Directors. The office of the Vice President may or may not be filled as may be deemed advisable by the Board of Directors.

Section 3. The Board of Directors may from time to time appoint such other officers as it shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

Section 1. The Chairman of the Board shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the shareholders and at all meetings of the Board of Directors, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 2. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the Board of Directors to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, or if the office of Chairman of the Board be vacant, the President shall preside at all meetings of the shareholders and at all meetings of the Board of Directors.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 4. The Secretary shall attend all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the Board of Directors and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 6. Unless otherwise ordered by the Board of Directors, the Chairman of the Board, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. The Board of Directors shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that

purpose.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the Chairman of the Board, the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

DIVIDENDS

Dividends may be declared at such times as the Board of Directors shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause a report of the business and affairs of the Corporation to be made to the shareholders.

ARTICLE IX

WAIVER OF NOTICE

Whenever by statute or by the Articles of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

INDEMNIFICATION BY THE CORPORATION

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

The Board of Directors may make, alter, amend or repeal Bylaws of the Corporation by a majority vote of the whole Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

State of Missouri
Rebecca McDowell Cook, Secretary of State
James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

Amended Articles Accepting
Close Corporation Law
(Submit in duplicate with filing fee of \$525.00)

The corporation's Articles of Incorporation are hereby amended and restated by two-thirds of all outstanding shareholders on May 16, 2000 to become a statutory close corporation:

Article One

The name of the corporation is KLT Energy Services Inc. and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Corporation Service Company d/b/a CSC-Lawyers
Incorporating Service Company 221 Bolivar Street,
Jefferson City, MO 65101

Article Three

(A) The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue are as follows: 25,000 shares of common stock, all of which are without par value.

(B) The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows: There shall be no preferences, qualifications, limitations, restrictions or special or relative rights, including convertible rights, in respect of the shares herein authorized.

Article Four

(A) The transfer of shares by a living shareholder are as follows:
1. Governed by section 351.770; or
2. Stated as follows (state conditions for transfer): There are no conditions or restrictions on transfer.

(B) The transfer of shares of a deceased shareholder are as follows:
1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

conditions: There are no conditions or restrictions on transfer.

Article Five
(Choose one)

X The corporation does not have a board of directors; or

The number of directors to constitute the first board of directors is

Thereafter the number of directors shall be fixed by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

The number of directors to constitute the board of directors is (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

Article Six

The duration of the corporation is perpetual.

Article Seven

The corporation is formed for the following purposes: The corporation is organized to engage in any lawful purpose.

Article Eight

This close corporation shall be dissolved in the following manner (complete both A & B):

(A) The following shareholder or shareholders have authority to dissolve the corporation (indicate all if all have authority and the percentage of votes required to vote on the dissolution, otherwise list name of individual shareholders with authority to dissolve): All shareholders have authority to vote on a proposal of dissolution. Such proposal must be approved by at least 2/3 of the votes entitled to be cast on the proposal.

(B) The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here x); or
2. Upon the occurrence or the following specified event(s) or contingencies):

Article Nine

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation. (351.760, RSMo)

Article Ten

(Any additional optional statements)

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above
are true.

/s/Gregory J. Orman

Signature of Officer or Chairman of the Board

Jeanie Sell Latz

Printed or Typed Name of Incorporator

May 16, 2000

Date of Signature

KLT ENERGY SERVICES INC.

AMENDED AND RESTATED
BYLAWS

JULY 3, 2000

KLT ENERGY SERVICES INC.

AMENDED AND RESTATED
BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office of the Corporation in the State of Missouri shall be at Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 221 Bolivar Street Jefferson City MO 65101.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be

produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Certificate of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the

United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as "designated directors".

Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

ARTICLE IV

OFFICERS

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

Section 1. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time. The President shall preside at all meetings of the shareholders.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the

Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders.

He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation.

The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

DIVIDENDS

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation

shall be the calendar year.

ARTICLE IX

WAIVER OF NOTICE

Whenever by statute or by the Certificate of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

INDEMNIFICATION BY THE CORPORATION

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a shareholder, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

The shareholders may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

State of Delaware

Certificate of Formation

1. This Certificate of Formation of Custom Energy, L.L.C. (the "Company"), dated as of May 16, 1997, is being duly executed and filed by KLT Energy Services, Inc. as an authorized entity, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. 18-101, et seq.)
2. The name of the Limited Liability Company is Custom Energy, L.L.C.
3. The address of the Limited Liability Company's Registered Office within the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801. The name of the Limited Liability Company's registered agent at such address is The Corporation Trust Company.
4. The latest date on which the limited liability company is to dissolve is December 31, 2047.

IN WITNESS WHEREOF, the undersigned Authorized Person has executed this Certificate of Formation of Custom Energy, L.L.C. this 16th day of May, 1997.

KLT Energy Services, Inc.

By: /s/ Gregory J. Orman

Name: Gregory J. Orman

Title: President

Certificate of Amendment to Certificate of Formation

of

Custom Energy, L.L.C.

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is CUSTOM ENERGY, L.L.C.
2. The certificate of formation of the limited liability company is hereby amended by striking out Article Second thereof and by substituting in lieu of said Article the following new Article:

"Second: The name and address of the registered agent of the limited liability company within the State of Delaware is:

Corporation Service Company
1013 Centre Road
Wilmington, Delaware 19805"

Executed on: 21 January 1998

/s/ Mark G. English
Mark G. English
Secretary

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT
OF
CUSTOM ENERGY, L.L.C.

The undersigned, an authorized natural person, for the purpose of amending the Certificate of Formation of Custom Energy, L.L.C., a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is Custom Energy, L.L.C. The Certificate of Formation of the limited liability company was filed for record in the Office of the Secretary of State of Delaware on May 19, 1997.

SECOND: The Certificate of Formation of the limited liability company is hereby amended by deleting Section 2 thereof and inserting the following in lieu thereof:

"2. The name of the Limited Liability Company is Custom Energy Holdings, L.L.C."

Executed on August 31, 1999.

/s/ Gregory J. Orman
Gregory J. Orman, Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CUSTOM ENERGY HOLDINGS, L.L.C.
A
DELAWARE LIMITED LIABILITY COMPANY
DATED DECEMBER 31, 1999
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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

CUSTOM ENERGY HOLDINGS, L.L.C.

THIS LIMITED LIABILITY COMPANY AGREEMENT ("LLC Agreement"), is made and entered into this 31st day of December, 1999, by and between KLT Energy Services Inc., a Missouri corporation ("KLT"), Environmental Lighting Concepts, Inc., a Minnesota corporation ("ELC"), MTB Energy, Inc., a Missouri corporation ("MTB") and SE Holdings, L.L.C., a Delaware limited liability company ("Holdings") (KLT, ELC, MTB and Holdings are each hereinafter referred to as a "Member").

WHEREAS, the Members organized this limited liability company under the Delaware Limited Liability Company Act (the "Delaware Act") on or about May 19, 1997 under the name of Custom Energy, L.L.C.;

WHEREAS, the Members have decided to change the name of this Company to Custom Energy Holdings, L.L.C. and to drop down the operational assets owned by this Company to a newly-formed Delaware limited liability company to be named Custom Energy, L.L.C. ("CEL") (the name change and assets drop down hereinafter are referred to as the "Restructuring");

WHEREAS, after completion of the Restructuring, this Company shall solely act as a holding company and shall only hold all of the ownership interests of Custom Energy, L.L.C. and Strategic Energy, L.L.C., a Delaware limited liability company ("SEL");

WHEREAS, the Members have decided to adjust their respective ownership interests in this Company, providing for different sharing of the profits and losses attributable to the operations of CE and SEL;

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
THE LIMITED LIABILITY COMPANY

1.1 Formation of Limited Liability Company. The Certificate of Formation of Custom Energy, L.L.C. (the "Company") was filed in the office of the Secretary of State of Delaware pursuant to the Delaware Act on the 19th day of May, 1997, amended in the office of the Secretary of State of Delaware pursuant to the Delaware Act on the 8th day of December, 1999 to amend the Company's name, and is hereby ratified by each of the Members. All prior agreements concerning the subject matter of this LLC Agreement are canceled and shall have no further effect.

1.2 Registered Office and Agent. The address of the Company's registered office in the State of Delaware is located at 1013 Centre Road, Wilmington, Delaware 19805, or any other or additional place or places as the Members may determine from time to time, and the registered agent at such office is The Corporation Service Company.

In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Management Committee shall promptly designate a replacement registered agent or registered office as the case may be, and make the appropriate filings with the secretary of state. If the Management Committee shall fail to designate a replacement registered agent or registered office, as the case may be, then any one Member may designate a replacement registered agent or registered office and make the appropriate filings in the Office of the Secretary of State of Delaware.

1.3 Purpose. The purpose and business of the Company shall be to own or invest in business ventures which undertake (i) to engage in the business of designing and installing energy efficient lighting systems and equipment in existing facilities, including commercial, industrial, retail, health care, municipal, governmental or school district facilities, (ii) to provide energy management services and energy audits, including consulting, contracting for installation of equipment and/or

energy efficient measures, energy control devices, maintenance of energy related equipment and energy usage monitoring services and (iii) to provide power supply coordination services, direct power and gas, and competitive power purchasing strategies to commercial and industrial customers, and to do all other things which are reasonably incidental to the foregoing. The Company may transact any or all other lawful business for which a limited liability company may be organized under the Delaware Act upon the affirmative vote or consent of all of the Members of the Company specifically authorizing any such other lawful business.

1.4 Principal Place of Business. The principal place of business of the Company shall be 9217 Cody, Overland Park, Kansas 66214, or at such other place or places within or without the State of Delaware as the Management Committee may designate from time to time.

1.5 Property. All assets, including real and personal property owned and held by the Company shall be owned by the Company in the name of the Company and no Member or Economic Interest Owner shall have any ownership interest in such property in its individual name or right. Each Member's or Economic Interest Owner's interest in the Company shall be personal property for all purposes. Any deed, bill of sale, mortgage, lease, contract of sale or other instrument purporting to convey or encumber any interest in the property of the Company shall be signed only as authorized by the affirmative vote or consent of the Members as provided in this LLC Agreement.

1.6 No State Law Partnership The Members have formed the Company under the Delaware Act, and intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, that no Member shall be a partner of, or a joint venturer with, any other Member for any purpose, other than for United States federal and state tax purposes, and that this Agreement shall not be construed to suggest otherwise.

1.7 Limited Authority of Members. No Member shall have any authority to bind the Company as to any matter except as expressly provided herein.

ARTICLE 2 DEFINITIONS

2.1 Definitions. As used in this LLC Agreement:

(a) "Affiliate" means, when used with reference to a specified Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such specified Person, (ii) any Person owning or controlling 10 percent or more of the outstanding voting securities of such specified Person, and (iii) any officer, director or partner of such specified Person or of any Person specified in (i) or (ii) above. The term "Affiliate" shall not include any Person providing legal, accounting or other professional services to the Company solely on account of providing such services.

(b) "Capital Account" means, with respect to any Member or Economic Interest Owner, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Member's or Economic Interest Owner's Capital Contributions, such Member's or Economic Interest Owner's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Article 7 hereof, and the amount of any Company liabilities assumed by such Member or Economic Interest Owner or which are secured by any Property distributed to such Member or Economic Interest Owner.

(ii) To each Member's or Economic Interest Owner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member or Economic Interest Owner pursuant to any provision of this LLC Agreement, such Member's or Economic Interest Owner's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Article 7 hereof, and the amount of any liabilities of such Member or Economic Interest Owner assumed by the Company or which are secured by any property contributed by such Member or Economic Interest Owner to the Company.

(iii) In the event any interest in the Company is transferred in accordance with the terms of this LLC Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any liability for purposes of Sections 2.1(b)(i) and 2.1(b)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this LLC Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall

be interpreted and applied in a manner consistent with such Regulations. In the event the Management Committee shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or the Members and Economic Interest Owners), are computed in order to comply with such Regulations, such modification shall be made, provided that it is not likely to have a material effect on the amounts distributable to any Member or Economic Interest Owner. Adjustments and modifications also shall be made as are necessary or appropriate to maintain equality between the Capital Accounts of the Members and Economic Interest Owners and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(g). The Capital Accounts shall contain appropriate subaccounts for each Series owned by a Member or Economic Interest Owner.

(c) "Capital Contribution" or "Capital Contributions" means, with respect to any Member or Economic Interest Owner, the amount of money and the Gross Asset Value of any property (other than money) contributed to the Company with respect to the Economic or Voting Interest of a Series held by such Member or Economic Interest Owner pursuant to the terms of this LLC Agreement. The Capital Contributions of the Members as of the date of this Amended and Restated LLC Agreement are set forth on Exhibit A hereto, which is incorporated herein by this reference.

(d) "CEL" shall mean Custom Energy, L.L.C., a Delaware limited liability company.

(e) "Economic Interest" shall mean, for each Series, the ownership interest of a Person in the Company's Net Profits, Net Losses and the distribution of Net Profits and/or the Company's assets pursuant to this LLC Agreement and the Delaware Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members in the management of the Company, nor any right to appoint a representative of the Management Committee. Series CE Economic Interests, Series CEL Common Economic Interests, Series CEL Preferred Economic Interests and Series SEL Economic Interests are, individually and collectively, "Economic Interests" of the Company.

(f) "Economic Interest Owner" shall mean any Person who owns an Economic Interest in a Series, but is not a Member.

(g) "Liquidation Value" shall mean with respect to the Series CEL Preferred Economic Interest the amount set forth in Exhibit A.

(h) "Majority in Interest" shall mean fifty-one percent (51%) or more of the Voting Interests of a Series held by the Members determined pursuant to an affirmative vote or consent of the Members at the time the Majority in Interest provision applies.

(i) "Management Committee" shall mean the committee of the Company, appointed by the Members and established pursuant to Article 3 of this LLC Agreement.

(j) "Member" shall mean any person executing this LLC Agreement from time to time and as otherwise admitted as a member of the Company as provided in Section 11.1 of this LLC Agreement.

(k) "Net Profits" and "Net Losses" means, for each Series and for each fiscal year, an amount equal to the Company's taxable income or loss attributable to such Series for such fiscal year, determined in accordance with Code Section 703(a) (for these purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(k) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(k) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section (b)(ii) or Section (b)(iii) of Exhibit B hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses for the applicable Series;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the

Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with (d) of Exhibit B hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's or Economic Interest Owner's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(vii) Notwithstanding any other provision of this Section 2.1(k), any items which are specially allocated pursuant to Article 7 hereof shall not be taken into account in computing Net Profits or Net Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Article 7 hereof shall be determined by applying rules analogous to those set forth in Sections (e)(i) through (e)(iv) of Exhibit B. The Net Profits or Net Losses (or items of income, gain, loss or deduction) for the Series CEL interests shall be the Company's Net Profits or Net Losses (or items of income, gain, loss or deduction) realized by CEL and the Net Profits and Losses (or items of income, gain, loss or deduction) for the Series SEL interests attributable to shall be the Company's Net Profits or Net Losses (or items of income, gain, loss or deduction) realized by SEL. The Series CE Net Profits or Net Losses (or items of income, gain, loss or deduction) shall be the Company's Net Profits and Net Losses (or items of income, gain, loss or deduction) not realized by CEL or SEL.

(l) "Operating Costs" shall mean, with respect to each Series and for any period, all cash expenditures incurred incident to the normal operation of the Company's business and any amounts determined by the Management Committee, from time to time, to be reasonably necessary to provide a reserve for the operations, expenses, debt payments, capital improvements, and contingencies of the Company with respect to such Series.

(m) [omitted]

(n) "Person" shall include any individual, trust, estate, corporation, partnership, limited liability company, association or other entity.

(o) "Preferred Rate" shall mean 10.5 percent annually, except during the time that there is a positive balance in the Preferred Return Account such rate shall be 14 percent annually.

(p) "Preferred Return" shall mean an aggregate amount equal to that rate of return which is the Preferred Rate per annum (compounded quarterly) on the Remaining Liquidation Value and any balance in the Preferred Return Account.

(q) "Preferred Return Account" shall mean, with respect to each Series CEL Preferred Economic Interest holder, an amount, from time to time, equal to the amount of Preferred Return payable to such holder less the amount distributed to such holder pursuant to Section 8.3.1 of this LLC Agreement.

(r) "Proceeds" shall mean, with respect to any period and for each Series, gross receipts received by the Company from all sources during such period, including, without limitation, all sales, other dispositions, and refinancing of the Company's property, but does not include Capital Contributions as provided for in Article 6 of this LLC Agreement.

(s) "Remaining Liquidation Value" means with respect to a Series CEL Preferred Economic Interest the Liquidation Value less all prior distributions made by the Company to the holder of such interest pursuant to Section 8.3.3 of this LLC Agreement.

(t) "Residual Capital Account Balance" means the excess (if any) of the amount of a Member's or Economic Interest Owner's positive Adjusted Capital Account Balance over the amount of such Member's or Economic Interest Owner's Preference Contributions Account balance.

(u) "SEL" shall mean Strategic Energy, L.L.C., a Delaware limited liability company.

(v) "Series" shall mean a division of Economic Interest or Voting Interest, having separate rights, power and duties, with respect to specified property or obligations of the Company, or profits and losses associated with specified property

or obligations, as set forth in this LLC Agreement.

(w) "Series CE Economic Interest" shall mean the ownership interest of a Person, expressed in Units, in the Company's Net Profits, Net Losses and the distribution of cash or property and/or the Company's assets which do not arise from and are not associated with any other Series of Economic Interest.

(x) "Series CE Voting Interest" shall mean the voting rights of a Person, expressed in Units, in the Company (including without limitation, the right to appoint representatives to the Management Committee as herein provided), with respect to matters which do not pertain to and do not arise out of the Company's ownership interest in CEL and SEL, as set forth in this LLC Agreement.

(y) "Series CEL Common Economic Interest" shall mean the ownership interest of a Person, expressed in Units, in the Company's Net Profits, Net Losses and the distribution of cash or property and/or the Company's assets arising from or associated with the Company's ownership interest in CEL, as set forth in this LLC Agreement.

(z) "Series CEL Preferred Economic Interest" shall mean the ownership interest of a Person, expressed in Units, in the Company's profits, losses and the distribution of cash or property and/or the Company's assets arising from or associated with the Company's ownership interests in CEL, as set forth in this LLC Agreement.

(aa) "Series CEL Common Voting Interest" shall mean the voting rights of a Person, expressed in Units, in the Company (including without limitation, the right to appoint representatives to the Management Committee as herein provided), with respect to matters pertaining to or arising out of the Company's ownership interest in CEL, as set forth in this LLC Agreement.

(bb) "Series CEL Preferred Voting Interest" shall mean the voting rights of a Person, expressed in Units, in the Company (including without limitation, the right to appoint representatives to the Management Committee as herein provided), with respect to matters pertaining to or arising out of the Company's ownership interest in CEL, as set forth in this LLC Agreement.

(cc) "Series SEL Economic Interest" shall mean the ownership interest of a Person, expressed in Units, in the Company's Net Profits, Net Losses and the distribution of cash or property and/or the Company's assets arising from or associated with the Company's ownership interests in SEL, as set forth in this LLC Agreement.

(dd) "Series SEL Voting Interest" shall mean the voting rights of a Person, expressed in Units, in the Company (including without limitation, the right to appoint representatives to the Management Committee as herein provided), with respect to matters pertaining to or arising out of the Company's ownership interest in SEL, as set forth in this LLC Agreement.

(ee) "Subsidiary" means, with respect to the Company, any Person of which securities or other ownership interests having ordinary voting power to elect at least a majority of the board of directors or other persons performing similar functions are at the same time directly owned or indirectly owned by the Company.

(ff) "Unit" shall mean a fraction of an Economic Interest or a Voting Interest, as the case may be, the numerator of which shall be one (1), and the denominator of which shall be the total number of issued and outstanding Units of the Company.

(gg) "Voting Interest" shall mean, with respect to any Member and for each Series, such Person's ownership of voting rights in the Company (including without limitation the right to appoint representatives to the Management committee as herein provided), as set forth in this Agreement. Series CE Voting Interests, Series CEL Common Voting Interests, Series CEL Preferred Voting Interests and Series SEL Voting Interests are, individually and collectively, "Voting Interests".

2.2 Other Definitional Provisions.

(a) Exhibit B hereto contains definitions of certain additional terms used therein.

(b) As used in this Agreement, accounting terms not defined in this Agreement shall have the respective meanings given to them under generally accepted accounting principles.

(c) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(d) Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable.

(e) Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

ARTICLE 3 MANAGEMENT

3.1 Management Committee. The business and affairs of the Company shall be controlled and managed by a Management Committee which, subject to the provisions and limitations contained in this LLC Agreement and any applicable law, shall have the power and authority to take, or cause to be taken, any and all actions necessary and proper to conduct the business affairs of the Company and carry out its duties as described in this LLC Agreement. The Members acknowledge and agree that this Company acts solely as a holding company for the ownership interests in subsidiary operating companies, and that each such operating company is managed by its own management committee. The Company and its Management Committee shall have the authority, as set forth in this LLC Agreement, only as to decisions with respect to the management of this Company and the sale of its assets (subject in certain cases to the approval of the respective Subsidiary management committees)..

The Management Committee shall consist of four (4) representatives, one (1) of whom shall be appointed by KLT, one (1) of whom shall be appointed by MTB, one (1) of whom shall be appointed by ELC, and one (1) of whom shall be appointed by Holdings. In the event of the resignation or death of a representative, the vacancy shall be promptly filled by a nominee of the Member who appointed the departing representative. The appointment of each representative on the Management Committee subsequent to the initial representatives named this Section 3.1 shall be evidenced by an appointment, and acceptance of appointment, in a writing delivered to the Company by the Member entitled to appoint such representative. Each representative will serve on the Management Committee at the pleasure of the Member appointing him or her. The Management Committee shall, as of the date of this LLC Agreement, consist of Ronald G. Wasson (appointed by KLT), Gregory J. Orman (appointed by ELC), L. Tim Clemons (appointed by MTB), and Richard M. Zomnir (appointed by Holdings).

If a Member transfers all of its Economic Interests in all Series and the transferee thereof is admitted as a Member of the Company as provided in Section 11.1 of this LLC Agreement, then the transferee of such Economic Interest shall succeed to such Member's rights to appoint representatives to the Management Committee as provided in this Section 3.1.

3.2 Chairman and Other Officers. A representative on the Management Committee shall serve as the Chairman of the Management Committee and as Chief Executive Officer of the Company. The initial Chairman of the Management Committee and Chief Executive Officer of the Company shall be Gregory J. Orman. The Chief Executive Officer shall have those duties and responsibilities as are outlined in Section 3.12 hereof. The Company shall have such other officers as may be appointed by the Management Committee, or in the absence of such appointment, as designated by the Chairman of the Management Committee. The Chairman of the Management Committee shall preside at all meetings of the Management Committee, and shall have such other duties and responsibilities as may be assigned by the Management Committee from time to time.

3.3 Meetings. The Management Committee shall have quarterly meetings within eight weeks after the end of each fiscal quarter. Meetings of the Management Committee may be called by either the Chairman of the Management Committee, or by another representative on the Management Committee, by written notice designating the time and place of the meeting sent to each representative not fewer than five (5) nor more than ten (10) days before the date of the meeting to the address of the Member appointing such representative. If no place is designated, then the meeting shall be held at the Company's principal place of business. If all of the representatives to the Management Committee meet at any time and place, the meeting shall be valid without call or notice and any lawful action may be taken at such meeting.

3.4 Quorum. The presence of three (3) representatives of the Management Committee shall constitute a quorum at any duly called meeting of the Management Committee.

3.5 Voting. Each representative on the Management Committee shall be entitled to an equal vote upon each matter submitted or required to be submitted to a vote at a meeting of the Management Committee. An affirmative vote of three representatives shall be required to approve the action to be taken by the Management Committee.

3.6 Action Without A Meeting. Any action which is required or permitted to be taken at a meeting of the Management Committee

may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the actions so taken, is signed by each of the representatives to the Management Committee and filed with the Company.

3.7 Telephone Meetings. Representatives of the Management Committee may participate in a meeting of the Management Committee by means of conference telephone or other similar communication equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner constitutes presence in person at the meeting.

3.8 Waiver of Notice. Whenever any notice is required to be given to any representative to the Management Committee, a waiver of the notice in writing signed by the person entitled to the notice, whether before, at or after the time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company's records, shall be deemed equivalent to the giving of such notice.

3.9 Salary and Expenses. Representatives serving on the Management Committee, as such, shall not receive any stated salary for their services on the Management Committee, but by resolution of the Management Committee may receive reimbursement of expenses of attendance at each meeting of the Management Committee.

3.10 Powers of Members. The Members shall have the sole and exclusive power to approve the following, upon the unanimous consent of all Members holding Series CE Voting Interests, or Voting Interests in the relevant Series as the case may be:

3.10.1 Amend this LLC Agreement;

3.10.2 Take any action or fail to take any action with respect to any Series in contravention of this LLC Agreement;

3.10.3 Dissolve and wind up the business of the Company or any Series, or the taking of any corporate or other action by or on behalf of the Company in furtherance of the foregoing (except as contemplated in Sections 3.11 and 13.2);

3.10.4 Require additional Capital Contributions to a Series or modify a Member's or Economic Interest Owner's obligation to make a Capital Contribution to a Series (except as provided in Article 6 of this LLC Agreement);

3.10.5 Assume, incur, or guarantee or become liable for any indebtedness or borrowed money on behalf of a Series of the Company if such indebtedness or borrowed money is recourse to any of the Members of the Series.

3.11 Powers of the Management Committee. Except as set forth in Section 3.10 above, the Management Committee shall have the power to do the following, without the consent of the Members; provided, however, that any such action affecting the rights, obligations, assets or business of a Series must also be approved by the Management Committee of SEL and/or CEL, as applicable:

3.11.1 Merge or consolidate or agree to merge or consolidate the Company with or into any other entity;

3.11.2 Make an acquisition of, or investment in, any business enterprise or venture by a Series;

3.11.3 Assume, incur or guarantee or become liable for any indebtedness or borrowed money on behalf of the Company or a Series;

3.11.4 Take such other actions specified in this LLC Agreement as requiring the consent or approval of the Management Committee;

3.11.5 Sell, exchange, lease, mortgage, pledge or otherwise dispose of all or a substantial portion of the property and assets of the Company or Series in a single transaction or series of related transactions;

3.11.6 Make any distributions to the Members or Economic Interest Owners holding an Economic Interest in a Series, except as otherwise provided in or contemplated by this LLC Agreement;

3.11.7 File any registration statement (other than a Form S-8) or any amendments thereto with the Securities and Exchange Commission ("SEC") registering any of the Voting Interests, Economic Interests or other securities of the Company or file or prepare a prospectus in accordance with Rule 424(b) as promulgated by the SEC;

3.11.8 The partition of any assets of a Series of the Company or any distribution of any assets of a Series of the Company;

3.11.9 Admit any substitute or additional Members or

Economic Interest Owners in any Series (except as provided in Articles 6 or 10 of this LLC Agreement);

3.11.10 The sale, assignment or transfer of a Voting Interest or Economic Interest of a Series, except as otherwise expressly permitted by this LLC Agreement.

3.12 Duties of Chief Executive Officer. The Chief Executive Officer shall be responsible for the management of the day to day business and affairs of the Company and as otherwise directed by the Management Committee from time to time. Any decision or act of the Chief Executive Officer within the scope of the Chief Executive Officer's authority granted hereunder shall control and bind the Company. The Chief Executive Officer may, at his sole discretion, delegate his duties and responsibilities hereunder to other officers of the Company. Except as set forth in Sections 3.10 and 3.11 above, the Chief Executive Officer shall have the power to do the following, without the consent of the Members or the Management Committee:

3.12.1 Control of the day-to-day operations of the Company;

3.12.2 Carrying out and affecting all directions of the Management Committee;

3.12.3 Providing for the accounting function for the Company;

3.12.4 Applying for and obtaining all appropriate insurance coverage;

3.12.5 Temporary investment of the Company's funds and short-term investments providing for appropriate safety of principal;

3.12.6 Engaging in any kind of activity and performing and carrying out all contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes and business of the Company, so long as said activities and contracts are in the ordinary course of business;

3.12.7 Negotiate, execute and perform all agreements, and exercise all rights and remedies of the Company in connection with the foregoing; and

3.12.8 Providing quarterly and annual operating and financial reports to the Management Committee.

3.13 Removal or Resignation of Chief Executive Officer. The Management Committee may remove and replace the Chief Executive Officer, in its sole and absolute discretion if, at any time or from time to time, it becomes dissatisfied with the Chief Executive Officer's performance under this Agreement (regardless of whether such dissatisfaction shall constitute legal "cause" for termination). A Person who has been removed as Chief Executive Officer shall continue to be a Member or Economic Interest Owner for all other purposes of this Agreement, if the Chief Executive Officer is also a Member or Economic Interest Owner in the Company.

The Chief Executive Officer of the Company may resign at any time by giving sixty (60) days advance written notice to each of the representatives to the Management Committee. The resignation of a Chief Executive Officer shall take effect sixty (60) days from the date of the notice or at such later time as shall be specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Chief Executive Officer who is also a Member or Economic Interest Owner shall not affect the Chief Executive Officer's rights as a Member or Economic Interest Owner and shall not constitute a withdrawal of the Member or Economic Interest Owner from the Company.

3.14 Compensation of Chief Executive Officer. The compensation of the Chief Executive Officer shall be fixed from time to time by the Management Committee, and no Chief Executive Officer shall be prevented from receiving any such compensation because the Chief Executive Officer is also a Member or Economic Interest Owner of the Company.

3.15 Restrictions on the Members. No Member or Economic Interest Owner individually shall have the authority to do any binding act on behalf of the Company without the approval of the Members as provided in this LLC Agreement.

ARTICLE 4 RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 Limitation of Liability. Each Member's and Economic Interest Owner's liability shall be limited as set forth in this LLC Agreement, the Delaware Act and other applicable law. To the maximum extent allowed by the Delaware Act and other applicable law, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular Series shall be enforceable against the assets of such Series only, and not against the assets of the Company generally.

4.2 Company Liabilities. A Member or Economic Interest Owner will not be personally liable for any debts or losses of the Company beyond the Member's or Economic Interest Owner's respective capital contributions and any obligation of the Members and Economic Interest Owners to make additional Capital Contributions as provided in this LLC Agreement, except as required by law.

4.3 Priority and Return of Capital. Except as otherwise expressly provided in this LLC Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either for the return of Capital Contributions or for Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

4.4 Liability of a Member or Economic Interest Owner to the Company. A Member or Economic Interest Owner who rightfully receives a return in whole or in part of its Capital Contribution is liable to the Company only to the extent now or hereafter provided by the Delaware Act.

4.5 Independent Activities. Except as may otherwise be agreed upon in writing between the Company and a Member or Economic Interest Owner, each Member or Economic Interest Owner shall be required to devote only such time to the affairs of the Company as such Member or Economic Interest Owner determines in its sole discretion, and each such Member or Economic Interest Owner shall be free to serve any other Person in any capacity that it may deem appropriate in its discretion; provided, however, that no Member or Economic Interest Owner shall either directly or indirectly engage in any activities which in any way concern or are related to the license, sale, provision, use or marketing of products, services or activities which are licensed, sold, provided, used or marketed by the Company or its Subsidiaries, or which activities otherwise are competitive with the Company or its Subsidiaries or otherwise, without first acquiring the written approval of each of the representatives of the Management Committee not appointed by the Member or Economic Interest Owner requesting or requiring such approval, and except as otherwise permitted by the Employment Agreement between Dayton Hahs and CEL as successor to Power Systems Solutions, L.L.C., Missouri limited liability company ("PSS"), the Employment Agreement between L. Tim Clemons and CEL as successor to PSS, and that certain Amended and Restated Noncompete Agreement between Michael Cillissen and CEL.

ARTICLE 5 MEETINGS OF MEMBERS

5.1 Annual Meeting. The annual meeting of the Members shall be held on the second Tuesday in April or at such other time as shall be determined by the Members for the purpose of the transaction of such business as may come before the meeting. The matters requiring the consent of the Members are set forth in Section 3.10.

5.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member or Members holding at least one-fifth (1/5) of all Series CE Voting Interests held by the Members.

5.3 Place of Meetings. The Members may designate any place, either within or outside the state of Delaware, as the place of meeting for any meetings of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

5.4 Notice of Meetings. Except as provided in Section 5.5 below, for any annual meeting held at such time as provided in Section 5.1 above, and for all special meetings, written notice stating the place, day, and hours of the meeting and the purpose or purposes for which the meeting is called shall be delivered not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at the Member's address as it appears on the books of the Company, with postage thereon prepaid.

5.5 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the state of Delaware, and consent to the holding of a meeting at that time and place, the meeting shall be valid without call or notice, and at the meeting lawful action may be taken.

5.6 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjourned meeting, the date on which notice of the meeting is mailed shall be the record date for the determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, the

determination shall apply to any adjourned meeting.

5.7 Quorum. Three Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, the Members represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.8 Voting. If a quorum is present, the affirmative vote of three Members of the relevant Series (or in the case of Series CEL, the lesser of three Members or all Members whose representative on the CEL management committee at such time may cast votes) shall be the act of the Members respecting such Series, unless the vote of a greater proportion or number is required by this LLC Agreement, the Company's Certificate of Formation or the Delaware Act. Unless otherwise expressly provided in this LLC Agreement or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent, their vote shall be counted in the determination of whether the requisite matter was approved by the Members.

5.9 Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact. The proxy shall be delivered to any one (1) or more of the remaining Members before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy.

5.10 Action by Members without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more counterparts of a written consent describing the action taken and signed by each Member entitled to vote, which consent shall be included in the minutes or filed with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver of the notice in writing signed by the person entitled to the notice, whether before, at, or after the given time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company records, shall be equivalent to the giving of the notice. A Member's attendance at any meeting shall constitute a waiver: (i) to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and (ii) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such person objects to considering the matter when it is presented.

5.12 Chairperson of Meeting; Designation of Authorized Representatives. Each meeting of Members shall be conducted by the Chairman or such other Person as the Chairman may appoint pursuant to such rules for the conduct of the meeting as the Chairman or such other Person deems appropriate. Each Member shall designate to the Chairman, in writing, one (1) authorized representative of the Member who will vote or consent on all matters under this LLC Agreement for such Member. Such designation will continue until revoked in writing. Within thirty (30) days of the execution of this Agreement, the Members shall designate their initial authorized representative.

ARTICLE 6 CAPITAL CONTRIBUTIONS

6.1 Initial Capital Contributions. A Capital Account shall be maintained for each Member as provided in Section 2.1(b) above, which shall include the initial Capital Contribution of each Member as set forth on Exhibit A, attached hereto. The number of Units of Voting Interest and Economic Interest of each Member in each Series shall be as also set forth in Exhibit A. No Member shall have any interest or rights in the capital contributed by any other Member.

6.2 Additional Capital Contributions.

6.2.1 Series CEL Additional Contributions. If the holders of all of the Series CEL Common Economic Interests determine that CEL needs an Additional Capital Contribution, the Management Committee of the Company shall require the holders of the Series CEL Common Economic Interests to make an Additional Capital Contribution in the amount so determined by such Series CEL Economic Interest holders. Unless otherwise agreed by the

Series CEL Common Economic Interest holders, each such holder shall within thirty (30) days of such determination contribute their respective share of the additional contribution to the capital of the Company, which share shall be determined on a pro rata basis with reference to the relationship of each respective Member's or Economic Interest Owner's Economic Interest of such Series to the total of the Economic Interests of all of the Members and Economic Interest Owners of such Series. The Chairman shall make such determination and provide notice to each Member and Economic Interest Owner of such Series within ten (10) days of such vote or consent of the call for such additional contribution, the amount to be contributed by such person, and the date on which such contribution is due. Unless otherwise agreed to by the affirmative vote or consent of all of the Members holding such Series, all such additional Capital Contributions shall be made in cash. No voluntary contributions to capital shall be made by any Member or Economic Interest Owner absent the affirmative vote or consent of all of the Members. If all of the Series CEL Common Economic Interest holders determine to allow such additional capital contribution by a person who is not presently a Series CEL Common Economic Interest holder, such person shall be admitted as a Member of the Company and shall be issued a number of Series CEL Common Equity Interest units as may be determined by the then existing Series CEL Common Economic Interest holders. Any Additional Capital Contributions made to the Company pursuant to this Section 6.2.1 shall be immediately made to CEL and any Member making an Additional Capital Contribution pursuant to this Section 6.2.1 is hereby authorized to make such Contribution directly to CEL on the Company's behalf. If not all Members make their proportionate contribution, the amount of any Additional Capital Contribution for such particular capital call shall be returned immediately.

6.2.2 Series CE and SEL Additional Capital Contributions. The Members and Economic Interest Owners recognize that Series CE or SEL of the Company may require additional capital from time to time in order to accomplish the purposes and the business for which the Company is formed. If by an affirmative vote or consent all of the Members holding Voting Interests in such particular Series determine in good faith that additional Capital Contributions for a particular Series are necessary for the operation of the Company or its Subsidiaries, each Member and Economic Interest Owner of such Series shall within thirty (30) days of such vote or consent contribute their respective share of the additional contribution to the capital of the Company as determined by all of the Members of such Series pursuant to such affirmative vote or consent, which share shall be determined on a pro rata basis with reference to the relationship of each respective Member's or Economic Interest Owner's Economic Interest of such Series to the total of the Economic Interests of all of the Members and Economic Interest Owners of such Series. The Chairman shall make such determination and provide notice to each Member and Economic Interest Owner of such Series within ten (10) days of such vote or consent of the call for such additional contribution, the amount to be contributed by such person, and the date on which such contribution is due. Unless otherwise agreed to by the affirmative vote or consent of all of the Members holding such Series, all such additional Capital Contributions shall be made in cash. No voluntary contributions to capital shall be made by any Member or Economic Interest Owner absent the affirmative vote or consent of all of the Members. Any Additional Capital Contributions made to the Company for the benefit of SEL pursuant to this Section 6.2.2 shall be immediately made to SEL and any Member making an Additional Capital Contribution pursuant to this Section 6.2.2 is hereby authorized to make such Contribution directly to SEL on the Company's behalf. If not all Members make their proportionate contribution, the amount of any Additional Capital Contribution for such particular capital call shall be returned immediately.

6.3 Breach or Violation of Indemnity Obligations.

6.3.1 None of the terms, covenants, obligations or rights contained in Section 6.2 and this Section 6.3 are or shall be deemed to be for the benefit of any Person or entity other than the Members, Economic Interest Owners, and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Members or Economic Interest Owners.

6.3.2 Any breach or violation by a Member (including a Member possessing only voting rights as provided for under this LLC Agreement) of any indemnity obligations contained in this LLC Agreement will result in such Member or Economic Interest Owner being deemed a "Non-Contributing Person" by reason of the failure to make an additional Capital Contribution in the amount of the losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Company or the non-breaching Members by reason of such breach or violation. If the deemed Non-Contributing Person fails to cure such breach or violation to the satisfaction of the Management Committee and the non-breaching Members within thirty (30) days after its receipt of notice of such breach or violation from the Management Committee (which notice shall be sent pursuant to a unanimous vote of the Management Committee determined in good faith, except that any representative of the Non-Contributing Person in the

Management Committee shall not be permitted to vote on such action), the deemed Non-Contributing Person shall relinquish all voting rights associated with its Voting and Economic Interest for all Series, and the Negative Preference Contribution Account of the Non-Contributing Person will be decreased by an amount equal to the value of such damages as determined by the Management Committee. Thereafter, the deemed Non-Contributing Person may cure such breach or violation by making a cure contribution; provided, however, that should it ultimately be determined by the affirmative vote or consent of a Majority in Interest or by a court of competent jurisdiction that any such damages were not attributable to a breach or violation of this LLC Agreement by such deemed Non-Contributing Person, such deemed Non-Contributing Person shall immediately be reinvested with any and all voting rights lost on account the operation of this Section 6.3.2 and any economic consequences of the tentative operation of this Section 6.3.2 on the Non-Contributing Person (such as a loss of distributions or payment by such Non-Contributing Person of any Cure Contribution or other payment in respect of such alleged breach or violation) shall be properly cured and reversed.

6.4 Negative Preference Contributions.

6.4.1 A "Negative Preference Contribution Account" which shall be a memorandum account, shall be maintained for each Member with respect to its Series SEL Economic Interests.

6.4.2 Each Member's Negative Preference Contribution Account shall have an initial balance of zero and be decreased as follows:

6.4.2.1 In the case of Holdings, the initial balance in its Negative Preference Contribution Account shall be decreased by: (A) the amount of any "Indemnifying Losses" (as hereinafter defined) which are incurred by the Company by reason of the breach by Holdings of any of the terms, conditions, covenants, representations, or warranties contained in the Exchange Agreement (as hereinafter defined); (B) an amount as determined for such Member as set forth in Section 6.3.2; and (C) an amount equal to a return thereon at the rate of eight percent (8%) per annum (the daily portion of which shall be deemed deducted from the Negative Preference Contribution Account on a daily basis).

6.4.2.2 In the case of all other Members (excluding Holdings), the initial balance in their respective Negative Preference Contribution Account shall be decreased by: (A) such Member's "Proportionate Pre-Closing Percentage" of the value of any Indemnifying Losses incurred by Holdings by reason of the breach by the Company of any terms, conditions, covenants, representations, or warranties contained in the Exchange Agreement; and (B) an amount equal to a return thereon at the rate of eight percent (8%) per annum (the daily portion of which shall be deemed deducted from the Negative Preference Contribution Account on a daily basis).

6.4.3 Each Member's Negative Preference Contribution Account shall be increased (but not above zero) by the amount of each distribution for all Series to which each Member was otherwise entitled pursuant to Sections 8.2.1 or 12.7(d) hereof (in each case, as of the time of such deemed distribution).

6.4.4 Definitions. For purposes of this Section 6.4, the following terms shall have the following meanings:

6.4.4.1 The term "Indemnifying Losses" shall mean the "Indemnifying Losses" as such term is defined in that certain Exchange Agreement (the "Exchange Agreement") dated as of the 22nd day of October, 1998, by and among the Company, Holdings and Strategic Energy, L.L.C., a Delaware limited liability company ("SEL").

6.4.4.2 The term "Proportionate Pre-Closing Percentage" shall mean the ownership interest of a Member (other than Holdings) in the Company prior to the issuance of 3,333,334 Units of Economic Interest to Holdings pursuant to the Exchange Agreement, which, for purposes of this LLC Agreement, shall be as follows: (i) KLT shall have a 62.88% Proportionate Pre-Closing Percentage; (i) MTB shall have a 29.47% Proportionate Pre-Closing Percentage; and (i) ELC shall have a 7.65% Proportionate Pre-Closing Percentage.

6.4.5 The Company shall decrease a Member's Negative Preference Contribution Account pursuant to Section 6.4.2 after incurring Indemnifying Losses provided that the Company shall have given such Member twenty (20) days written notice (which notice shall be sent pursuant to a unanimous vote of the Management Committee determined in good faith, except that any representative of the breaching Member in the Management Committee shall not be permitted to vote on such action), of an opportunity to cure the Indemnifying Losses and the facts related thereto. The Company shall reimburse such Member for its damages and attorneys' fees to the extent a Majority in Interest or a court of law determines that the Company incorrectly applied the Indemnifying Losses to a Member's Negative Preference

Contribution Account.

6.5 Capital Accounts of Members. The amount of any additional Capital Contribution made by any Member or Economic Interest Owner shall be added to the Capital Account of such contributing Member or Economic Interest Owner for the applicable Series as of the date of expiration of the thirty (30) day periods and/or ten (10) day period, as the case may be, set out in Sections 6.2.1 and 6.2.2 above. Any increase in a Member's or Economic Interest Owner's Preference Contribution Account pursuant to Section 6.3.2 shall not be added to such Member's or Economic Interest Owner's Capital Account for each Series.

6.6 Adjustment of Interests. If additional Capital Contributions are made in accordance with Sections 6.2.1 and 6.2.2 above, or in conjunction with the admission of a new Member pursuant to Article 11 of this LLC Agreement, the Economic and Voting Interests of each Member and Economic Interest Owner shall be adjusted for the applicable Series (which shall be reflected on a revised Exhibit A) to reflect such additional contributions in accordance with the following formula:

6.6.1 Each Member's and Economic Interest Owner's Economic and Voting Interests shall be adjusted to the same ratio as the Member's or Economic Interest Owner's total Adjusted Capital Account bears to the total Adjusted Capital Accounts of all the Members and Economic Interest Owners as of the adjustment date. The adjustment date shall be the date of the expiration of the thirty (30) day period and/or ten (10) day period, as the case may be, set out in Sections 6.2.1 and 6.2.2 above or the date a new Member is admitted, as the case may be.

6.6.2 This Economic and Voting Interests adjustment shall be made after every additional Capital Contribution, whether such additional Capital Contribution is the result of the admission of a new Member or a call for additional contributions. In the event that there is any transfer in whole or in part, of a Member's or Economic Interest Owner's Voting or Economic Interests in the Company, then the transferee of such Member or Economic Interest Owner shall stand in the same position as the Member or Economic Interest Owner whose interest they have acquired, unless all of the Members have agreed otherwise.

6.7 Interest and Other Amounts. No Member or Economic Interest Owner shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member or Economic Interest Owner, except as otherwise provided in this LLC Agreement or other agreement approved and ratified by all of the Members between the Company and such Member or Economic Interest Owner.

6.8 Amendment of Documents. Except as provided above or pursuant to a Member's or Economic Interest Owner's acquisition of an additional Economic Interest as permitted under this LLC Agreement, any adjustments in Economic or Voting Interests for any Series shall be effectuated by amending this LLC Agreement and the execution and filing of any other documents required by the Delaware Act.

6.9 Withdrawal of Capital Contribution. Except as otherwise provided in this LLC Agreement, the affirmative vote or consent of all of the Members shall be required to modify, compromise or release the amount and/or character of a Member's or Economic Interest Owner's Capital Contribution, or any promise made by a Member as consideration for the acquisition of an interest in the Company. Under circumstances requiring the return of any Capital Contribution, no Member or Economic Interest Owner shall have the right to receive any property of the Company, other than cash, except as may be specifically provided herein.

6.10 Loans of Members. A Member or Economic Interest Owner may loan cash or other property to the Company, should additional funds be required, upon such terms as all of the Members shall agree by affirmative vote or consent. Loans by any Member or Economic Interest Owner to the Company shall not be considered as contributions to the capital of the Company. Except as otherwise provided in this LLC Agreement, none of the Members or Economic Interest Owners shall be obligated to make any loan or advance to the Company.

ARTICLE 7 ALLOCATIONS

7.1 Net Profits of Series CE. After giving effect to the special allocations set forth in this Article 7, Net Profits attributable to Series CE for any fiscal year shall be allocated among the Members and Economic Interest Owners of Series CE as follows and in the following order of priority:

7.1.1 First, to the Series CE Common Economic Interest holders with a Negative Preference Contribution Account balance, until an amount of Net Profit allocated pursuant to this Section 7.1.1 (taking into account the Net Profit allocated pursuant to this Section 7.1.1 for all prior years and the current year) shall equal the aggregate accrued return described

in Section 6.4.2.1(B) or 6.4.2.2(B) (as applicable), in proportion of such Members aggregate Negative Preference Contribution Account balance;

7.1.2 Next, to the Series CE Economic Interest holders in proportion to their respective number of Series CE Economic Interest units.

7.2 Net Losses for Series CE. After giving effect to the special allocations set forth in this Article 7, Net Losses attributable for Series CE Economic Interest holders for any fiscal year shall be allocated among the Series CE Economic Interest holders in proportion to their respective number of Series CE Economic Interest units.

7.3 Net Profits of Series SEL. After giving effect to the special allocations set forth in this Article 7, Net Profits attributable to Series SEL for any fiscal year shall be allocated among the Series SEL Economic Interest holders in proportion to their respective number of Series SEL Economic Interest units.

7.4 Net Losses for Series SEL. After giving effect to the special allocations set forth in this Article 7, Net Losses attributable to Series SEL for any fiscal year shall be allocated among the Series SEL Economic Interest holders in proportion to their respective number of Series SEL Economic Interest units.

7.5 Gross Income, Net Profits and Net Losses of Series CEL. After giving effect to the special allocations set forth in this Article 7, gross income, Net Profits and Net Losses as determined after taking into account allocations of gross income pursuant to Section 7.5.1 attributable to Series CEL for any fiscal year shall be allocated among the Members and Economic Interest Owners of Series CEL as follows.

7.5.1 Gross Income Allocation. The Company shall allocate gross income realized by CEL to the holders of a Series CEL Preferred Economic Interest in an amount equal to the Preferred Return which had accrued during such fiscal year.

7.5.2 Net Profits.

7.5.2.1 First, to the holders of Series CEL Common Economic Interests, in an amount equal to the Net Loss allocated to such holders pursuant to Section 7.5.3.3 (and not previously offset by this Section 7.5.2.1), in proportion to their respective number of Series CEL Common Economic Interest units;

7.5.2.2 Next, to the holders of the Series CEL Preferred Economic Interest holders, in an amount equal to the Net Loss allocated to such holders pursuant to Section 7.5.3.2 (and not previously offset by this Section 7.5.2.2), in proportion to the Net Loss allocated pursuant to such Section 7.5.3.2;

7.5.2.3 Next, to the holders of to the holders of Series CEL Common Economic Interests, in an amount equal to the Net Loss allocated to such holders pursuant to Section 7.5.3.1 (and not previously offset by this Section 7.5.2.3), in proportion to the Net Loss allocated pursuant to such Section 7.5.3.1;

7.5.2.4 Then, to the holders of Series CEL Common Economic Interests, in proportion to their respective number of Series CEL Common Economic Interest units.

7.5.3 Net Losses. Net Losses attributable to Series CEL for any fiscal year shall be allocated among the Members and Economic Interest Owners of Series CEL as follows and in the following order of priority:

7.5.3.1 First, to the holders of Series CEL Common Economic Interests, to the extent of their positive Capital Account balances, in proportion to their respective number of Series CEL Common Economic Interest units;

7.5.3.2 Next, to the holders of the Series CEL Preferred Economic Interest holders, to the extent of their respective Remaining Liquidation Values, in proportion to their respective amounts of Remaining Liquidation Value.

7.5.3.3 Then, to the holders of Series CEL Common Economic Interests, in proportion to their respective number of Series CEL Common Economic Interest units.

7.5.4 Contribution and Deduction with Respect to CEL Phantom Stock Plan. MTB shall contribute to CEL an amount equal to CEL's obligation under the Custom Energy Phantom Stock Plan (the "Phantom Plan") with respect to the SEL Component, as defined in the Phantom Plan, of any such payment obligation. To the extent MTB makes such contribution to CEL, MTB will be allocated the deduction attributable to CEL's payment of the SEL Component equal to such contribution amount. MTB is not entitled to receive any additional units as a result of such contribution.

7.6 Special Allocations. Notwithstanding the prior

allocation provisions, the special allocations set forth in Exhibit B shall be made in the order set forth therein.

ARTICLE 8
ACCOUNTING, DISTRIBUTIONS AND TAXES

8.1 Distribution of Cash for Series SEL. Within 45 days after the close of each quarter of each fiscal year, or more frequently upon the affirmative vote or consent of the Management Committee of SEL, cash received by the Company from distributions from SEL shall be distributed to the Members and Economic Interest Owners for such Series as follows:

8.1.1 First, to the Series SEL Members and Economic Interest Owners in proportion to the number of their respective SEL Economic Interest Units in an amount equal to forty-five percent (45%) of the Net Profits of the Company attributable to Series SEL with respect to such period (and prior periods if not previously distributed), or such greater amount as may be determined upon the affirmative vote or consent of all of the SEL Management Committee or required to pay any "Accrued Flow-Through Tax Liability" attributed to the Members from the Company;

8.1.2 Next, to the Series SEL Members and Economic Interest Owners in proportion to their respective number of Series SEL Economic Interest units.

Further, notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company attributable to such Series are in excess of the liabilities of the Company attributable to such Series, except amounts payable to Members or Economic Interest Owners on account of Capital Contributions.

For purposes of this Article 8, the term "Accrued Flow-Through Tax Liability" shall mean any federal or state tax liability assessed against the Members by virtue of any Net Profits of the Company.

8.2 Distribution of Cash for Series CE. Within 45 days after the close of each quarter of each fiscal year, or more frequently upon the affirmative vote or consent of the Management Committee, available cash of the Company (other than cash received by the Company from distributions from CEL or SEL) shall be distributed to the Members and Economic Interest Owners for such Series as follows:

8.2.1 First, to the Series CE Members and Economic Interest Owners with a Negative Preference Contribution Account balance in proportion to their respective Negative Preference Contribution Account balances, up to the amount necessary to reduce all such Preference Contribution Account balances to zero;

8.2.2 Next, to the Series CE Members and Economic Interest Owners in proportion to the number of their respective CE Economic Interest Units in an amount equal to forty-five percent (45%) of the Net Profits of the Company attributable to Series CE with respect to such period (and prior periods if not previously distributed), or such greater amount as may be determined upon the affirmative vote or consent of all of the Management Committee or required to pay any "Accrued Flow-Through Tax Liability" attributed to the Members from the Company;

8.2.3 Next, to the Series CE Members and Economic Interest Owners in proportion to their respective number of Series CE Economic Interest units.

Further, notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company attributable to such Series are in excess of the liabilities of the Company attributable to such Series, except amounts payable to Members or Economic Interest Owners on account of Capital Contributions.

8.3 Distribution of Cash for Series CEL. Within forty five (45) days after the close of each quarter of each fiscal year, or more frequently upon the affirmative vote or consent of all of the management committee of CEL, cash received by the Company from distributions from CEL shall be distributed to the Members and Economic Interest Owners for such Series as follows:

8.3.1 First, to each holder of Series CEL Preferred Economic Interest, an amount equal to any balance in such holder's Preferred Return Account;

8.3.2 Next, an amount equal to 45% of the Net Profits with respect to such period (and prior periods if not previously distributed), if any, to the Members and Economic Interest Owners holding Series CEL Common Economic Interests in proportion to their respective number of Series CEL Economic Interest Units;

8.3.3 Next, an amount, as designated by the CEL Management Committee, on or before the dates specified below, to the holders of Series CEL Preferred Economic Interest, as set forth below:

Calendar Year	Distribution amount
2000	\$500,000
2001	\$1,000,000
2002	\$1,500,000
2003	\$2,000,000
2004	\$2,000,000
2005	Remaining Liquidation Value

Upon the payments of the above amounts, a proportionate share of the Series CEL Preferred Economic Interest units shall be canceled so that upon the final payment no such units shall be outstanding; and

8.3.4 Then, to the Members and Economic Interest Owners holding Series CEL Common Economic Interests in proportion to their respective number of SEL Economic Interest Units.

Further, notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company attributable to such Series are in excess of the liabilities of the Company attributable to such Series, except amounts payable to Members or Economic Interest Owners on account of Capital Contributions.

8.4 Other Distributions. Notwithstanding anything to the contrary in this LLC Agreement, the Members expressly agree that all the gain or income, and all associated tax consequences, resulting from the sale of those certain PSE&G Rebate Streams set forth in Exhibit C to this Agreement shall be distributed to KLT and MTB in accordance to their respective pre-merger percentages in PSS, as set forth in Section 6.4.4.2 within thirty (30) days after the Company's receipt of the proceeds from the sale of the PSE&G Rebate Stream. Further, any tax consequences associated with the reconciliation of the book/tax difference of the PSE&G Rebate Stream shall also be distributed to KLT and MTB in accordance to their respective pre-merger percentages in PSS, as set forth in Section 6.4.4.2.

8.5 Accounting. The fiscal and tax year of the Company shall be the calendar year. For tax purposes, the records of the Company shall be maintained on an accrual method of accounting. The books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company or such other location as determined by the Management Committee. Each Member shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Company, and a list of the names and addresses of all of the Members and Economic Interest Owners. Such right may be exercised through any agent of such Member. Each Member shall bear all expenses incurred in any examination made for its account.

As soon as reasonably practicable after the end of each calendar month, the Chief Executive Officer shall furnish each Member and Economic Interest Owner with an interim unaudited balance sheet of the Company as of the last day of such calendar month, an unaudited statement of profit or loss of the Company for such calendar month, and an unaudited statement of cash receipts and disbursements for such calendar month, each separately stating such amounts for each Series and each prepared in accordance with generally accepted accounting principles. As soon as reasonably practicable after the end of each fiscal and tax year, the Chief Executive Officer shall furnish each Member and Economic Interest Owner with: (i) a balance sheet of the Company as of the last day of such fiscal or tax year, a statement of profit or loss of the Company for such year, and a statement of cash receipts and disbursements, each separately stating such amounts for each Series and each prepared in accordance with generally accepted accounting principles and audited by the Company's independent certified public accountants; (ii) a statement showing the amounts allocated to or allocated against each Member and Economic Interest Owner pursuant to Article 7 of this LLC Agreement during or in respect of such year, and any items of income, deduction, credit, or loss allocated to them; and (iii) a copy of the federal income tax return of the Company.

8.6 Tax Elections. Upon the affirmative vote or consent of the Management Committee, the Tax Matters Member shall make any tax election for the Company allowed under the Internal Revenue Code of 1986, as amended; provided, however, that upon the request of a transferring or distributing Member (of LLC property), the Tax Matters Member shall make an election to cause the basis of Company property to be adjusted for federal income tax purposes as provided by Section 734 and 743 of the Internal Revenue Code of 1986, as amended, pursuant to such transfer of an Economic Interest or the death of or distribution of property to such Member or Economic Interest Owner provided further however, that the requesting Member shall reimburse the Company for all incremental reporting costs associated therewith.

8.7 Tax Matters Partner. KLT is hereby designated as the Tax Matters Partner of the Company pursuant to applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. If KLT ceases to be a Member, its

status as Tax Matters Partner shall cease, and a successor Tax Matters Partner shall be as chosen by the affirmative vote or consent of all of the Members.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 In General. As of the date hereof, each Member (each a "Representing Party") makes each of the following representations and warranties applicable to such Member:

9.1.1 If such Representing Party is a corporation, partnership, trust, limited liability company, limited liability partnership or any other legal entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or formation and has the power and authority as an entity to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Representing Party is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such Representing Party has the power and authority as an entity to execute and deliver this LLC Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this LLC Agreement has been duly authorized by all necessary actions of the Representing Party entity. This LLC Agreement constitutes the legal, valid, and binding obligation of such Representing Party.

9.1.2 Neither the execution, delivery, and performance of this LLC Agreement nor the consummation by such Representing Party of the transactions contemplated hereby (i) will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Representing Party, (ii) will conflict with, violate, result in a breach of, or constitute a default under any of the terms, conditions, or provisions of the articles of incorporation, bylaws, partnership agreement, certificate of formation, articles of organization, or other formation and operating documents of such Representing Party, or of any material agreement or instrument to which such Representing Party is a party or by which such Representing Party is or may be bound or to which any of its material properties or assets is subject, (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization or approval under any indenture, mortgage, lease agreement, or instrument to which such Representing Party is a party or by which such Representing Party is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such Representing Party.

9.1.3 Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by such Representing Party under this LLC Agreement or the consummation by such Representing Party of any transaction contemplated hereby has been completed, made or obtained on or before the effective date of this LLC Agreement.

9.1.4 There are no actions, suits, proceedings or investigations pending or, to the knowledge of such Representing Party, threatened against or affecting such Representing Party or any of their properties, assets, or businesses in any court or before or by any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined could) reasonably be expected to materially impair such Representing Party's ability to perform its obligations under this LLC Agreement or to have a material adverse effect on the consolidated financial condition of such Representing Party; and such Representing Party has not received any currently effective notice of any default, and such Representing Party is not in default, under any applicable order, writ, injunction, decree, permit, determination, or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Representing Party's ability to perform its obligations under this LLC Agreement or to have a material adverse effect on the consolidated financial condition of such Representing Party.

9.1.5 Such Member acquired its interest in the Company based upon its own investigation, and the exercise by such Member of its rights and the performance of its obligations under this LLC Agreement will be based upon its own investigation, analysis and expertise. Such Member's acquisition

of its interest in the Company has been made for its own account for investment, and not with a view to the sale or distribution thereof.

ARTICLE 10
RESTRICTIONS ON TRANSFER

10.1 General.

10.1.1 Except as otherwise specifically provided in this LLC Agreement (including but not limited to Section 10.3), neither a Member nor an Economic Interest Owner shall have the right without the affirmative vote or consent of the Management Committee to sell, assign, encumber, pledge, hypothecate, transfer, exchange, distribute or otherwise transfer for consideration, gift, bequeath, distribute or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (each such action a "Transfer") all or part of its interest in the Company, except for transfers of Voting or Economic Interests from one Member to another and transfers of Voting or Economic Interests from one Member to an Affiliate of that Member. The transfer of the Economic Interest of a Bankrupt Member or Economic Interest Owner shall be governed by Sections 12.4 and 12.5 below. Any purported Transfer of any interest in the Company in contravention of this LLC Agreement shall be null and void and of no force or effect.

10.1.2 Subject to the provisions of Section 10.1.1 above and except as otherwise permitted pursuant to Section 10.1.1, all Transfers shall also be subject to the following rules and conditions: (i) the Transfer shall be in compliance with all applicable federal and state securities laws; (ii) the Transfer shall not result in any materially adverse tax consequence to the Company or any remaining Member; (iii) the Transfer shall not result in the Company being required to register as an investment company under the Investment Company Act of 1940, as amended, or any regulations promulgated thereunder; and (iv) if the Transfer is to a person or entity that is not a Member or an Affiliate of any Member, such Transfer shall be subject to the provisions of Sections 10.3, 10.4 and 10.5, of this LLC Agreement.

10.2 Transferee Not Member in Absence of Consent. Notwithstanding anything contained in this LLC Agreement to the contrary, and except for those transfers permitted under Section 10.1 hereof, if the Management Committee does not by affirmative vote or consent approve of the proposed Transfer of a Member's or Economic Interest Owner's Economic Interest in the Company to a transferee or donee who is not a Member immediately before the Transfer and the admission of such transferee as a Member as provided in Article 11 below, the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company, including, without limitation, any rights to appoint representatives to the Management Committee, or to become a Member. Subject to the satisfaction of the requirements of Section 10.1 above, the transferee or donee shall be merely an Economic Interest Owner. Furthermore, except as agreed upon by the Management Committee or as otherwise provided in this LLC Agreement or the Delaware Act, upon a Member's transfer of its Economic Interest, such Member's rights to participate in the management and affairs of the Company, including, without limitation, its voting rights, and any rights to appoint representatives to the Management Committee, shall cease.

10.3 Right of First Offer.

10.3.1 Notwithstanding anything herein to the contrary (including but not limited to Section 10.1.1), if any Member (the "Transferring Member") intends to transfer all or a portion of its Voting Interest or Economic Interest (the "Sale Interest") to any Person or entity who is not a Member or Affiliate of any Member of the Company (a "Third Party"), the Transferring Member shall give written notice (the "Transfer Notice") to the other Members of the same Series (the "Non-Transferring Members") of such intention. The Transfer Notice, in addition to stating the fact of the intention to transfer, shall set forth: (i) the amount of Sale Interest proposed to be transferred; (ii) the name and address of the Third Party; (iii) the proposed amount of consideration and terms and conditions of payment offered by the Third Party; and (iv) that the Third Party has been informed of the Transfer Notice provided for in this Section 10.3. Each of the Non-Transferring Members may, within thirty (30) days of its receipt of a Transfer Notice, exercise an option to purchase its pro-rata portion of the Sale Interest intended to be transferred by the Transferring Member as indicated in the Transfer Notice. Each of the Non-Transferring Members must exercise its option to purchase its pro-rata portion of the Sale Interest on the terms of the Transfer Notice or forfeit its option granted hereunder. The Non-Transferring Member(s), if any, shall exercise its or their, as the case may be, option by delivering written notice (the "Acceptance Notice") to the Transferring Member within the time period specified above.

10.3.2 The purchase price for the Sale Interest purchased pursuant to this Section 10.3 shall be as set forth in

the Transfer Notice. The closing of the sale and purchase shall take place within sixty (60) days after the delivery to the Transferring Member of the Acceptance Notice.

10.3.3 If not all of the Non-Transferring Members elect to exercise their respective option to purchase its pro-rata interest in the remaining portion of the Sale Interest pursuant to Section 10.3(a) above, then the Transferring Member may transfer the Sale Interest according to the terms of the Transfer Notice at any time within one hundred eighty (180) days after the expiration of the thirty (30) day period specified in Section 10.3.1 above. Such transfer shall not require consent pursuant to Section 10.1.1, but shall be subject to all other terms, covenants and conditions of this LLC Agreement.

10.4 Co-Sale Rights. If any Member other than Holdings (the "Existing Member(s)") desires to transfer a Sale Interest to a Third Party (the "Third Party Sale"), such Existing Member shall first give written notice (a "Third Party Sale Notice") to Holdings, and Holdings may elect, in its sole discretion, to participate in such sale and sell a proportionate share (determined with respect to the ratio of the Sale Interest to the Voting Interest or Economic Interest, as the case may be, owned by the Existing Member) of its Voting Interest or Economic Interest, as the case may be, then owned by Holdings to the same Third Party on the same terms and conditions as the Existing Member (the "Co-Sale Right"). Such Third Party Sale Notice shall set forth: (i) the amount of Sale Interest proposed to be transferred; (ii) the name and address of the Third Party; (iii) the proposed amount of consideration and terms and conditions of payment offered by the Third Party; and (iv) that the Third Party has been informed of the Co-Sale Right provided for in this Section 10.4. Holdings shall notify the Existing Member within thirty (30) days of receipt of the notice of the Third Party Sale, whether Holdings shall exercise its Co-Sale Right, and if Holdings does not give such notice in a timely manner, such right shall expire with respect to such instance. Upon the consummation of a sale by Holdings pursuant to its exercise of its Co-Sale Right in connection with a Third Party Sale, Holdings shall make available for transfer the certificate representing the respective Voting Interest or Economic Interest being transferred, as the case may be, and shall be entitled to receive its pro rata share of the proceeds of such Third Party Sale simultaneously with such transfer. The Co-Sale Right may be exercised any number of times but may not be transferred by Holdings under any circumstances. To the extent the Third Party refuses to purchase the Voting Interest or Economic Interest, or any part thereof, from Holdings, the Existing Member shall not be permitted to transfer the Sale Interest to such Third Party.

10.5 Come Along Rights. Notwithstanding the other provisions of this Article 10, if all but one of the Members (the "Selling Members") negotiate a bona fide disposition of all the Voting and Economic Interests owned by the Selling Members to a Third Party, which disposition has complied with the procedures of this Article 10, the other Member (the "Other Member") shall, upon the written request of the Selling Members, sell to the Third Party all Voting and Economic Interests owned by the Other Member at the time on the same terms and conditions on which the Voting and Economic Interests of the Selling Members are negotiated to be sold to the Third Party by the Selling Members. The Selling Members shall give the Other Member written notice, executed by each Selling Member, of any proposed disposition under this Section 10.5 at least thirty (30) days prior to the date on which such disposition is scheduled to be consummated, including the terms and conditions thereof. Provided, however, that the obligations of KLT to sell pursuant to this Section 10.5 shall be conditioned upon KLT obtaining all required approvals under that certain Agreement and Plan of Merger among Western Resources, Inc., Kansas City Power & Light Company and other named parties, dated as of March 18, 1998, as amended from time to time, which condition shall terminate and be of no further effect upon the consummation of such merger. KLT agrees to use commercially reasonable best efforts to obtain any such required approvals.

ARTICLE 11

ADMISSION OF SUCCESSOR MEMBERS OR NEW MEMBERS

11.1 Admission of Successor Members or New Members. A Person, including a transferee or donee of a Member or other Person owning an Economic Interest, shall be deemed admitted as a Member of the Company only upon the satisfactory completion of the following:

(a) Except for those Transfers permitted pursuant to Section 10.1.1, the Management Committee shall have consented to the admission of the Person as a Member of the Company and, in the case of a new Member, the Management Committee shall have consented to the amount and character of the proposed Capital Contribution of such new Member.

(b) The Person shall have accepted and agreed to be bound by the terms and provisions of this LLC Agreement and such other documents or instruments as the Management Committee may require.

(c) The Person shall have executed a counterpart of this LLC Agreement to evidence the consents and agreements above, and any changes in the Certificate of Formation of the Company and this LLC Agreement shall have been executed and filed as deemed necessary by the Management Committee.

(d) If the Person is a corporation, partnership, limited liability company, trust, association or other entity, the Person shall have provided the Management Committee with evidence satisfactory to counsel for the Company of its authority to become a Member under the terms and provisions of this LLC Agreement.

(e) If required by the Management Committee, counsel for the Company or a qualified counsel for the transferee or donee or new Member, which counsel shall have been approved of by the Members, shall have rendered an opinion to the Members that the admission of the Person as a Member is in conformity with the Delaware Act and that none of the actions in connection with the admission will cause the termination or dissolution of the Company or will adversely affect its classification as a partnership for federal and state income tax purposes.

(f) The Person, as required by the Management Committee, shall have paid all reasonable legal fees of the Company and the Members and filing costs in connection with its admission as a Member.

11.2 Financial Adjustments. No new Members shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Company shall, at its option, at the time a Member is admitted, do one of the following (i) close the Company's books (as though the Company's tax year had ended) or (ii) make pro rata allocations of loss, income, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

ARTICLE 12

TERM. TERMINATION. AND DISTRIBUTION UPON LIQUIDATION

12.1 Term. The term of the Company commenced on the date the Certificate of Formation for the Company is filed in the Office of the Delaware Secretary of State in accordance with the Delaware Act and shall continue until December 31, 2047, unless earlier dissolved by the unanimous written consent of all of the Members, or the provisions of the Certificate of Formation, this LLC Agreement or the Delaware Act.

12.2 Withdrawal of a Member. A Member may withdraw, retire or resign from the Company at any time upon giving ninety (90) days prior written notice of such withdrawal to the remaining Members; provided, however, that absent the approval of such withdrawal by the affirmative vote or consent of all of the remaining Members within such ninety (90) day notice period, such a withdrawal shall be deemed a breach of this LLC Agreement allowing the Company to recover from the withdrawing Member damages for such breach as reasonably determined by the remaining Members, including, without limitation, attorneys' fees, and offset such damages against the amounts otherwise distributable to the withdrawing Member.

Subject to the remaining provisions of this LLC Agreement, upon the withdrawal of a Member, the withdrawing Member shall be entitled to the "net asset value" of its aggregate Economic Interest in each Series it owns, which amount shall be the value of the Series' assets, net of the debts, liabilities and obligations attributable to the Series; less any deficit balance in the withdrawing Member's Capital Account, such consideration which the Company shall pay in cash at the closing, which closing shall be within thirty (30) days of the date such purchase price is determined at such time and place as designated by the Company. For purposes of this determination, the value of the Company's assets, other than cash, certificates of deposit and other instruments the value of which are readily ascertainable, shall be determined with reference to the fair market value of such assets as determined by the Company's regularly employed independent certified public accountant, which determination shall be final, binding and conclusive upon all parties.

Notwithstanding the foregoing, if such withdrawal is deemed to be a breach of this LLC Agreement as provided above, then the amount to which the withdrawing Member is entitled for its Economic Interest shall not include any amount attributable to the goodwill of the Company and shall be reduced by an amount equal to any damages attributable to such breach as described above.

12.3 Events of Dissolution. Unless the continuation of the Company's business is approved by the affirmative vote or consent of all of the remaining Members within ninety (90) days of an event of withdrawal, the Company shall immediately dissolve upon an event of withdrawal. An event of withdrawal shall include:

12.3.1 The withdrawal, retirement or resignation of

a Member absent the approval of the remaining Members and the failure to purchase a withdrawing Member's Economic Interest as provided in Section 12.2 above;

12.3.2 In the case of a Member that is a natural person, the death or insanity of such Member or the entry by a court of competent jurisdiction adjudicating such Member incompetent to manage his person or his estate;

12.3.3 A Member becoming a Bankrupt Member (as defined in Section 12.4 below);

12.3.4 In the case of a Member that is a trust, the termination of the trust or the distribution of such trust's entire interest in the Company, but not merely the substitution of a new trustee;

12.3.5 In the case of a Member that is a general or limited partnership, the dissolution and commencement of winding up of such partnership or a distribution of its entire interest in the Company;

12.3.6 In the case of a Member that is a corporation, the filing of articles of dissolution, or their equivalent, for the corporation or revocation of its charter or its distribution of its entire interest in the Company;

12.3.7 In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company;

12.3.8 In the case of a Member that is a limited liability company, the filing of a certificate of cancellation or articles of dissolution or termination, or their equivalent, for the limited liability company or a distribution of its entire interest in the Company;

12.3.9 December 31, 2047;

12.3.10 The affirmative vote or consent by all of the Members to dissolve, wind up and liquidate the Company;

12.3.11 The happening of any other event that makes it unlawful or impossible to carry on the business of the Company; or

12.3.12 Any event which causes there to be only one (1) Member.

Except as otherwise provided in this LLC Agreement or the Delaware Act, upon the occurrence of an event of withdrawal as described in subsection (a) through (h) above, the Member subject of such an event shall cease to be a Member and shall thereafter be an Economic Interest Owner. An event of withdrawal shall not include a Transfer of a Member's interest pursuant to Article 10 above.

12.4 Bankruptcy of a Member. A "Bankrupt Member" shall mean any Member or Economic Interest who:

12.4.1 makes an assignment for the benefit of its creditors;

12.4.2 files a voluntary petition in bankruptcy;

12.4.3 files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of such nature;

12.4.4 seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or Economic Interest Owner or of all or any substantial part of its property; or

12.4.5 is the subject of any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, and one hundred twenty (120) days after commencement of such proceeding, the proceeding has not been dismissed; or without the Members' or Economic Interest Owners' consent or acquiescence has had a trustee, receiver or liquidator appointed for itself or for a substantial part of its property and the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

12.5 Option to Purchase. The remaining Members shall have the option to purchase the Economic Interest of a Bankrupt Member for the purchase price determined and paid in accordance with the methodology, terms and conditions provided in Section 12.2 above for the purchase of a withdrawing Member's interest; provided, however, that no discounts shall be made to the purchase price for any deemed breach of the LLC Agreement. If the remaining

Members do not elect to acquire all of the Bankrupt Member's interest, the interest shall be transferred in accordance with Article 10 above, or if not transferred, retained by the Bankrupt Member. If the remaining Members exercise their option hereunder and the Bankrupt Member fails to assign its interest in the Company at the time and place fixed for closing, then the remaining Members may enforce the obligation of the Bankrupt Member by an action for specific performance.

12.6 Cessation of Business. In the event of the occurrence of any event effecting the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the Chairman has filed a certificate of cancellation in the office of Delaware Secretary of State or until a decree terminating the Company has been entered by a court of competent jurisdiction.

12.7 Winding Up. Liquidation. and Distribution of Assets. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution and the Chairman shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Chairman shall:

(a) Collect and sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent a Majority in Interest may determine to distribute any assets to the Members and Economic Interest Owners in kind);

(b) Allocate any Net Profits or Net Losses resulting from such sale or other disposition of the Company's assets to the Members' and Economic Interest Owners' Capital Accounts for each Series in accordance with Section 2.1(c) above;

(c) Discharge all debts, liabilities and obligations of the Company, including those to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than debts, liabilities and obligations to Members and Economic Interest Owners for distributions, and establish such reserves as the Management Committee may deem reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company);

(d) Distribute the remaining assets, separately by Series, to the Members and Economic Interest Owners for each Series either in cash or in kind, with any assets distributed in kind being valued for this purpose at their fair market value, in accordance with such Members' positive Capital Account balances and the allocation provisions of Article 7. If CEL Series assets are distributed in kind, the CEL assets will be first distributed to the Series CEL Common Economic Interest holders.

If any assets of the Company are to be distributed in kind, the fair market value of those assets as of the date of dissolution, other than cash, certificates of deposit and other instruments the value of which are readily ascertainable, shall be as determined as provided in Section 12.2 above. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of this LLC Agreement to reflect such deemed sale;

(e) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated; and

(f) The remaining Members shall comply with any applicable requirements of the Delaware Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.8 Certificate of Cancellation. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining assets have been distributed to the Members and Economic Interest Owners, the Chairman shall execute a certificate of cancellation setting forth the information required by the Delaware Act and shall be delivered to the Delaware Secretary of State.

12.9 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this LLC Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company assets remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of the Members and Economic Interest Owners, the Members and Economic Interest Owners shall have no recourse against any other Member or Economic Interest Owner.

MISCELLANEOUS PROVISIONS

13.1 Waiver of Right of Partition. It is specifically agreed that no Member or Economic Interest Owner shall have the right to ask for partition of the assets owned or hereafter acquired by the Company, nor shall any such Member or Economic Interest Owner have the right to any specific assets of the Company on the liquidation or winding up of the Company, except upon the affirmative vote or consent of all Members.

13.2 Special Provisions Relating to Series CEL. If the Liquidation Value of all of the Series CEL Preferred Economic Interest units have been paid, upon the request of all of the Series CEL Common Economic Interest holders, the Company shall distribute CEL to such holders.

13.3 Notices. Except as otherwise provided in this LLC Agreement, any notice required or permitted herein shall be in writing and shall be deemed to have been delivered, whether actually received or not, two (2) calendar days after being deposited in the United States mail, by registered mail, return receipt requested, postage prepaid, addressed to the party entitled thereto at the last address of such party provided by such party to the Company. Any notice to the Company shall be sent to the Company's principal place of business.

13.4 Governing Law. This LLC Agreement has been made and executed in accordance with the Delaware Act and is to be construed, enforced, and governed in accordance therewith and with the laws of the State of Delaware. The parties agree that all actions or proceedings arising directly or indirectly from this LLC Agreement shall be commenced and litigated only in the District Court of Johnson County, Kansas, or the United States District Court for the District of Kansas, located in Kansas City, Kansas. The parties hereby consent to the jurisdiction over them of the District Court of Johnson County, Kansas, or the United States District Court for the District of Kansas, in all actions or proceedings arising directly or indirectly from this LLC Agreement.

13.5 Entire Agreement. Except as otherwise provided herein, this LLC Agreement together with the recitals and Exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement among the Members on the subject matter hereof and may not be changed, modified, amended, or supplemented except in writing, signed by all of the Members. All other oral or written agreements, promises, and arrangements in relation to the subject matter of this LLC Agreement are hereby rescinded.

13.6 Binding Agreement. Subject to the restrictions and encumbrances set forth herein, the terms and provisions of this LLC Agreement shall be binding upon, be enforceable by and inure to the benefit of the Members, Economic Interest Owners and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

13.7 Interpretation. The descriptive headings contained in this LLC Agreement are for convenience only and are not intended to define the subject matter of the provisions of this LLC Agreement and shall not be resorted to for interpretation thereof.

13.8 Severability. If any provision of this LLC Agreement or the application thereof to any individual or entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this LLC Agreement and the application of such provisions to other individuals or entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.9 Waiver. No consent or waiver, express or implied, by any Member or Economic Interest Owner to or of any breach or default by any other Member or Economic Interest Owner in the performance by such other Member or Economic Interest Owner of its obligations under this LLC Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member or Economic Interest Owner of the same or any other obligations hereunder. The failure on the part of any Member or Economic Interest Owner to complain of any act or failure to act of any of the other Members or Economic Interest Owners or to declare any of the other Members or Economic Interest Owners in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member or Economic Interest Owner of its rights under this LLC Agreement.

13.10 Equitable Remedies. The rights and remedies of any of the Members or Economic Interest Owners hereunder shall not be mutually exclusive. Each of the Members and Economic Interest Owners confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this LLC Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right

or rights at law or by statute or otherwise of a Member or Economic Interest Owners aggrieved as against a party for a breach or threatened breach of any provision hereof; it being the intention hereof to make clear the agreement of the Members and Economic Interest Owners that the respective rights and obligations of the Members and Economic Interest Owners hereunder shall be enforceable in equity as well as at law or otherwise.

13.11 Attorney's Fees. In the event of a default by a Member or Economic Interest Owner under this LLC Agreement, the non-defaulting Members and Economic Interest Owners shall be entitled to recover all costs and expenses, including attorney's fees, incurred as a result of said default or in connection with the enforcement of this LLC Agreement.

13.12 Counterparts. This LLC Agreement may be executed in two (2) or more counterparts, all of which taken together shall constitute one (1) instrument.

13.13 Saving Clause. In the event any provision of this LLC Agreement shall be, or shall be found to be, contrary to the Delaware Act, such provision shall be deemed amended so as to conform with such Act.

13.14 Further Documentation. Each of the parties hereto agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this LLC Agreement.

13.15 Incorporation of Recitals. The preamble and recitals to this LLC Agreement are hereby incorporated by reference and made an integral part hereof.

13.16 Indemnification. The Company shall indemnify any Member, representative on the Management Committee, Chairman or officer of the Company (each referred to as an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, arbitration, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such Indemnified Party is or was a Member, representative on the Management Committee, Chairman or officer of the Company or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such action, arbitration, suit or proceeding, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Party in connection with such action, arbitration, suit or proceeding, including any appeal thereof, if such Indemnified Party acted in good faith and in a manner such Indemnified Party reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnified Party's conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Indemnified Party shall have been adjudged to be liable for gross negligence or gross misconduct in the performance of such Indemnified Party's duty to the Company unless and only to the extent that the court or arbitration in which the action, arbitration or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such Indemnified Party is fairly and reasonably entitled to indemnity for such expenses which the court or arbitration shall deem proper. The termination of any action, arbitration, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which such Indemnified Party reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnified Party's conduct was unlawful.

13.17 Holdings' Put Option.

(a) Grant of Put Option. Holdings shall have the option (the "Holdings Put Option") to sell all or part of Holdings' Economic or Voting Interests in all or any Series (the "Put Interest") to the Company, upon written notice to the Company, if the Company has not, by January 31, 2004 (the "Triggering Date"): (i) consummated an initial public offering; (ii) merged with or into another entity; or (iii) dissolved or liquidated its assets. Holdings (including its permitted successors and assigns) shall have a period of ninety (90) days after the Triggering Date to exercise the Holdings Put Option. The events described in clauses (i), (ii) and (iii) of this Section 13.17(a) shall hereinafter be referred to as the "Triggering Events").

(b) Purchase Price. The purchase price payable by the Company upon the exercise by Holdings of the Holdings Put Option shall equal the "fair market value" of the Put Interest. The "fair market value" of the Put Interest shall be determined by the mutual agreement of the Company and Holdings or, if the Company and Holdings cannot agree upon such value, then by

appraisal by one or more third party appraisers selected by the Company and Holdings with significant experience in valuing companies of the size and otherwise similarly situated as the Company.

(c) No Breach Upon Repurchase. Notwithstanding anything in Section 12.2 hereof to the contrary, the exercise by Holdings of the Holdings Put Option shall not be deemed a breach of this LLC Agreement and the repurchase by the Company of the Put Interest upon the exercise of the Holdings Put Option shall be expressly permitted notwithstanding anything herein to the contrary.

(d) Termination of Holdings Put Option. The Holdings Put Option shall terminate immediately and without notice if any of the Triggering Events occur before the Triggering Date.

IN WITNESS WHEREOF, the parties hereto have signed this LLC Agreement on the date first above written.

KLT ENERGY SERVICES INC.,
a Missouri corporation

By: /s/M. G. English
Name: M. G. English
Title: Secretary

MTB ENERGY, INC.
a Missouri corporation

By: /s/Tim Clemons
Name: Tim Clemons
Title: President

ENVIRONMENTAL LIGHTING CONCEPTS, INC.
a Minnesota corporation

By: /s/Mark R. Schroeder
Name: Mark R. Schroeder
Title: President

SE HOLDINGS, L.L.C.,
a Delaware limited liability
company

By: /s/Richard Zomnir
Name: Richard Zomnir
Title: CEO & Pres.

CERTIFICATE OF FORMATION

OF

STRATEGIC ENERGY, L.L.C.

This certificate of Formation of Strategic Energy, L.L.C. (the "LLC"), dated as of September 24, 1998, is being duly executed and filed by Chester R. Babst III, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. 18-101 et seq.).

FIRST. The name of the limited liability company formed hereby is Strategic Energy, L.L.C.

SECOND. The address of the registered office of the L.L.C. in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the L.L.C. in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/Chester R. Babst III

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
STRATEGIC ENERGY, L.L.C.

A

DELAWARE LIMITED LIABILITY COMPANY

DATED DECEMBER 31, 1999
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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

STRATEGIC ENERGY, L.L.C.

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ("LLC Agreement"), is made and entered into this 31st day of December, 1999, by and between Custom Energy Holdings, a Delaware limited liability company ("CE" or the "Member") and Strategic Energy, L.L.C., a Delaware limited liability company ("Company")

WHEREAS, KLT Energy Services, Inc., a Missouri corporation ("KLT"), Environmental Lighting Concepts, Inc. a Minnesota corporation ("ELC"), MTB Energy, Inc., a Missouri corporation ("MTB") and SE Holdings, L.L.C., a Delaware limited liability company ("Holdings") own all of the outstanding interests of CE;

WHEREAS, CE now holds all of the issued and outstanding interests of the Company, and

WHEREAS, the Company and CE wish to adopt this LLC Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
THE LIMITED LIABILITY COMPANY

1.1 Formation of Limited Liability Company. The Certificate of Formation of Strategic Energy, L.L.C. (the "Company") was filed in the office of the Secretary of State of Delaware pursuant to the Delaware Act on the 24th day of September, 1998 and is hereby ratified by the Members.

1.2 Registered Office and Agent. The address of the Company's registered office in the State of Delaware is located at 1013 Centre Road, Wilmington, Delaware 19805, or any other or additional place or places as the Members may determine from time to time, and the registered agent at such office is The Corporation Service Company.

In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Management Committee shall promptly designate a replacement registered agent or registered office as the case may be, and make the appropriate filings with the secretary of state. If the Management Committee

shall fail to designate a replacement registered agent or registered office, as the case may be, then any one Member may designate a replacement registered agent or registered office and make the appropriate filings in the Office of the Secretary of State of Delaware.

1.3 Purpose. The purpose and business of the Company shall be to provide power supply coordination services, direct power and gas, and competitive power purchasing strategies to commercial and industrial customers, and to invest in business ventures which undertake such activities, and to do all other things which are reasonably incidental to the foregoing. The Company may transact any or all other lawful business for which a limited liability company may be organized under the Delaware Act upon the affirmative vote or consent of the Management Committee of the Company specifically authorizing any such other lawful business.

1.4 Principal Place of Business. The principal place of business of the Company shall be Two Gateway Center, Ninth Floor, Pittsburgh, PA 15220, or at such other place or places within or without the State of Delaware as the Management Committee may designate from time to time.

1.5 Property. All assets, including real and personal property owned and held by the Company shall be owned by the Company in the name of the Company and no Member or Economic Interest Owner shall have any ownership interest in such property in its individual name or right. Each Member's or Economic Interest Owner's interest in the Company shall be personal property for all purposes. Any deed, bill of sale, mortgage, lease, contract of sale or other instrument purporting to convey or encumber any interest in the property of the Company shall be signed only as authorized by the affirmative vote or consent of the Management Committee as provided herein.

1.6 No State Law Partnership. The Members have formed the Company under the Delaware Act, and intend that the Company shall not be a partnership (including, without limitation, a limited partnership) or joint venture, that no Member shall be a partner of, or a joint venturer with, any other Member for any purpose, other than for United States federal and state tax purposes, and that this Agreement shall not be construed to suggest otherwise.

1.7 Limited Authority of Members. No Member shall have any authority to bind the Company as to any matter except as expressly provided herein.

ARTICLE 2 DEFINITIONS

2.1 Definitions. As used in this LLC Agreement:

(a) "Affiliate" means, when used with reference to a specified Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such specified Person, (ii) any Person owning or controlling 10 percent or more of the outstanding voting securities of such specified Person, and (iii) any officer, director or partner of such specified Person or of any Person specified in (i) or (ii) above. The term "Affiliate" shall not include any Person providing legal, accounting or other professional services to the Company solely on account of providing such services.

(b) "Capital Account" means, with respect to any Member or Economic Interest Owner, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Member's or Economic Interest Owner's Capital Contributions, such Member's or Economic Interest Owner's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Article 7 hereof, and the amount of any Company liabilities assumed by such Member or Economic Interest Owner or which are secured by any Property distributed to such Member or Economic Interest Owner.

(ii) To each Member's or Economic Interest Owner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member or Economic Interest Owner pursuant to any provision of this LLC Agreement, such Member's or Economic Interest Owner's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Article 7 hereof, and the amount of any liabilities of such Member or Economic Interest Owner assumed by the Company or which are secured by any property contributed by such Member or Economic Interest Owner to the Company.

(iii) In the event any interest in the Company is transferred in accordance with the terms of this LLC Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any

liability for purposes of Sections 2.1(b)(i) and 2.1(b)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this LLC Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations, assuming that such regulations applied to the Company.

(c) "Capital Contribution" or "Capital Contributions" means, with respect to any Member or Economic Interest Owner, the amount of money and the Gross Asset Value of any property (other than money) contributed to the Company with respect to the Percentage Interest held by such Member or Economic Interest Owner pursuant to the terms of this LLC Agreement. The initial Capital Contributions of the Members are set forth on Exhibit A hereto, which is incorporated herein by this reference.

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(e) "Economic Interest" shall mean the ownership interest of a Person in the Company's Net Profits, Net Losses and the distribution of Net Profits and/or the Company's assets pursuant to this LLC Agreement and the Delaware Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members in the management of the Company, nor any right to appoint a representative of the Management Committee.

(f) "Economic Interest Owner" shall mean any Person who owns an Economic Interest, but is not a Member.

(g) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes (reduced by the amount of any liabilities that are liens on such asset), except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member or Economic Interest Owner to the Company shall be the gross fair market value of such asset, as determined by the contributing Member or Economic Interest Owner and all of the remaining Members;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Management Committee, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member or Economic Interest Owner in exchange for more than a de minimis Capital Contribution; and (B) the distribution by the Company to a Member or Economic Interest Owner of more than a de minimis amount of property as consideration for an interest in the Company.

(iii) The Gross Asset Value of any Company asset distributed to any Member or Economic Interest Owner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Management Committee;

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 2.1(g)(iv) to the extent the Management Committee determine that an adjustment pursuant to Section 2.1(g)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.1(g)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.1(g)(i), Section 2.1(g)(ii), or Section 2.1(g)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation or amortization taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

(h) "Management Committee" shall mean the committee of the Company, appointed by the Member and established pursuant to Article 3 of this LLC Agreement.

(i) "Member" shall mean any person executing this LLC Agreement from time to time and as otherwise admitted as a member of the Company.

(j) "Net Profits" and "Net Losses" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for these purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or

loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(j) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(j) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(g)(ii) or Section 2.1(g)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) Depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss shall be determined based upon the property's Gross Asset Value.

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1 (b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's or Economic Interest Owner's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(vii) Notwithstanding any other provision of this Section 2.1(j), any items which are specially allocated pursuant to Section 7 hereof shall not be taken into account in computing Net Profits or Net Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 7 hereof shall be determined by applying rules analogous to those set forth in Sections 2.1(j)(i) through 2.1(j)(iv) above.

(k) "Operating Costs" shall mean, with respect to any period, all cash expenditures incurred incident to the normal operation of the Company's business and any amounts determined by the Management Committee, from time to time, to be reasonably necessary to provide a reserve for the operations, expenses, debt payments, capital improvements, and contingencies of the Company.

(l) [omitted]

(m) "Person" shall include any individual, trust, estate, corporation, partnership, limited liability company, association or other entity.

(n) "Proceeds" shall mean, with respect to any period, gross receipts received by the Company from all sources during such period, including, without limitation, all sales, other dispositions, and refinancing of the Company's property, but does not include Capital Contributions as provided for in Article 6 of this LLC Agreement.

(o) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

(p) "Subsidiary" means, with respect to the Company, any Person of which securities or other ownership interests having ordinary voting power to elect at least a majority of the board of directors or other persons performing similar functions are at the same time directly owned or indirectly owned by the Company.

(q) "Unit" shall mean a fraction of an Economic Interest or a Voting Interest, as the case may be, the numerator of which shall be one (1), and the denominator of which shall be the total number of issued and outstanding Units of the Company.

(r) "Voting Interest" shall mean, with respect to any Member, such Person's ownership of voting rights in the Company (including without limitation the right to appoint representatives to the Management Committee as herein provided), as set forth in this Agreement.

2.2 Other Definitional Provisions.

(a) As used in this Agreement, accounting terms not defined in this Agreement shall have the respective meanings given to them under generally accepted accounting principles.

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Article, section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(c) Words of the masculine gender shall be deemed to include the feminine or neuter genders, and vice versa, where applicable.

(d) Words of the singular number shall be deemed to include the plural number, and vice versa, where applicable.

(e) Words not defined herein, but defined in the Limited Liability Agreement of CE shall have the meanings accorded such terms in such agreement.

ARTICLE 3 MANAGEMENT

3.1 Management Committee. The business and affairs of the Company shall be controlled and managed exclusively by a Management Committee which, subject to the provisions and limitations contained in this LLC Agreement and any applicable law, shall have the power and authority to take, or cause to be taken, any and all actions necessary and proper to conduct the business affairs of the Company and carry out its duties as described in this LLC Agreement.

The Management Committee shall consist of four (4) representatives, one (1) of whom shall be appointed by KLT, one (1) of whom shall be appointed by MTB, one (1) of whom shall be appointed by ELC, and one (1) of whom shall be appointed by Holdings. In the event of the resignation or death of a representative, the vacancy shall be promptly filled by a nominee of the Person who appointed the departing representative. The appointment of each representative on the Management Committee subsequent to the initial representatives named this Section 3.1 shall be evidenced by an appointment, and acceptance of appointment, in a writing delivered to the Company by the Person entitled to appoint such representative. Each representative will serve on the Management Committee at the pleasure of the Person appointing him or her. The Management Committee shall, as of the date of this LLC Agreement, consist of Ronald G. Wasson (appointed by KLT), Gregory J. Orman (appointed by ELC), L. Tim Clemons (appointed by MTB), and Richard M. Zomnir (appointed by Holdings).

If a member of CE transfers all of its Economic Interests and the transferee thereof is admitted as a member of CE as provided in the LLC Agreement of CE, then the transferee of such Economic Interest shall succeed to such Person's rights to appoint representatives to the Management Committee as provided in this Section 3.1. In addition, if CE admits any additional member who receives a Series SEL Voting Interest in CE, the number of representatives to the Management Committee shall be increased by one (1) representative and such additional member of CE shall be allowed to appoint such representative.

3.2 Transactions with Members and Affiliates. The Company may enter into agreements with one or more Members or Affiliates of a Member to provide financing, leasing, management, legal, accounting, architectural, brokerage, development, or other services or to buy, sell, or lease assets to or from the Company ("Affiliate Transactions") with a value of less than five thousand dollars (\$5,000), provided that any such agreements and transactions shall be disclosed to the Management Committee and be at rates at least as favorable to the Company as those available from unaffiliated parties. Affiliate Transactions with a value of five thousand dollars (\$5,000) or more shall require the express written consent of the Chief Executive Officer, or, if the Chief Executive Officer is an Affiliate in the Affiliate Transaction, the consent required shall be that of the next highest unaffiliated officer. The validity of any transaction, agreement, or payment involving the Company and any Member or Affiliate of a Member otherwise permitted hereunder shall not be affected by reason of the relationship between such Person and the Company or any of its Members.

3.3 Chairman and Other Officers. A representative on the Management Committee shall serve as the Chairman of the Management Committee and as Chief Executive Officer of the Company. The initial Chairman of the Management Committee and Chief Executive Officer of the Company shall be Richard M. Zomnir. The Chief Executive Officer shall have those duties and responsibilities as are outlined in Section 3.14 hereof. The Company shall have such other officers as may be appointed by the Management Committee, or in the absence of such appointment, as designated by the Chairman of the Management Committee. The

Chairman of the Management Committee shall preside at all meetings of the Management Committee, and shall have such other duties and responsibilities as may be assigned by the Management Committee from time to time.

3.4 Meetings. The Management Committee shall have quarterly meetings within eight weeks after the end of each fiscal quarter. Meetings of the Management Committee may be called by either the Chairman of the Management Committee, or by another representative on the Management Committee, by written notice designating the time and place of the meeting sent to each representative not fewer than five (5) nor more than ten (10) days before the date of the meeting to the address of the Member appointing such representative. If no place is designated, then the meeting shall be held at the Company's principal place of business. If all of the representatives to the Management Committee meet at any time and place, the meeting shall be valid without call or notice and any lawful action may be taken at such meeting.

3.5 Quorum. The presence of three representatives of the Management Committee at such meeting shall constitute a quorum at any duly called meeting of the Management Committee.

3.6 Voting. Each representative on the Management Committee shall be entitled to an equal vote upon each matter submitted or required to be submitted to a vote at a meeting of the Management Committee. An affirmative vote of three representatives shall be required to approve the action to be taken by the Management Committee, except for matters requiring a unanimous vote set forth in Section 3.12.

3.7 Action Without A Meeting. Any action which is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the actions so taken, is signed by each of the representatives to the Management Committee entitled to vote on such matter and filed with the Company.

3.8 Telephone Meetings. Representatives of the Management Committee may participate in a meeting of the Management Committee by means of conference telephone or other similar communication equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner constitutes presence in person at the meeting.

3.9 Waiver of Notice. Whenever any notice is required to be given to any representative to the Management Committee, a waiver of the notice in writing signed by the person entitled to the notice, whether before, at or after the time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company's records, shall be deemed equivalent to the giving of such notice.

3.10 Salary and Expenses. Representatives serving on the Management Committee, as such, shall not receive any stated salary for their services on the Management Committee, but by resolution of the Management Committee may receive reimbursement of expenses of attendance at each meeting of the Management Committee.

3.11 Operating Budgets. No later than sixty (60) days prior to the end of the then current fiscal year, the Management Committee shall review and adopt annual operating budgets for the Company. No action or failure to act which would constitute a material change from any general and administrative expense or capital item in the budget shall be made or caused by the Company without the prior affirmative vote or consent of the Management Committee. Each budget shall include the following:

(a) A narrative description of any activities proposed to be undertaken during the period subject of such budget;

(b) A projected annual income statement (accrual basis) for such period;

(c) A projected balance sheet as of the end of the period;

(d) A schedule of projected cash flow (including itemized operating revenues, costs, and expenses) for such period; and

(e) A description of any proposed investments and capital expenditures, including projected dates for commencement and completion of the foregoing, as well as the description of any contemplated or existing financing activities for such period.

3.12 Matters Requiring Unanimous Approval of the Management Committee. All of the representatives of the Management Committee shall have to approve any of the following:

(a) Amend this LLC Agreement or admit any new Member or issue any additional Economic Interests;

(b) Take any action or fail to take any action in contravention of this LLC Agreement;

(c) Make or cause the Company to become a party to any contract or commitment, or renew, extend, amend or modify any contract or commitment, with a Member or an Affiliate of a Member, except as expressly permitted by this LLC Agreement;

(d) Dissolve and wind up the business of the Company or the taking of any corporate or other action by or on behalf of the Company in furtherance of the foregoing (except as contemplated in Section 3.13);

(g) Assume, incur, or guarantee or become liable for any indebtedness or borrowed money on behalf of the Company if such indebtedness or borrowed money is recourse to any of the Members; or

3.13 Powers of the Management Committee. In addition to that contemplated above, the Management Committee shall have the power to do the following upon the affirmative vote of three representatives of the Management Committee, without the consent of the Members:

(a) Merge or consolidate or agree to merge or consolidate the Company with or into any other entity;

(b) Approve any non-budgeted expenditure;

(c) Make an acquisition of, or investment in, any business enterprise or venture;

(d) Assume, incur or guarantee or become liable for any indebtedness or borrowed money on behalf of the Company;

(e) Review and adopt all operating and other budgets of the Company;

(f) Sell, exchange, lease, mortgage, pledge or otherwise dispose of all or a substantial portion of the property and assets of the Company in a single transaction or series of related transactions;

(g) File any registration statement or any amendments thereto with the Securities and Exchange Commission ("SEC") registering any of the Voting Interests, Economic Interests or other securities of the Company or file or prepare a prospectus in accordance with Rule 424(b) as promulgated by the SEC:

(h) Transact any business other than that which is consistent with the purpose and business of the Company as described in Section 1.3 above;

(i) Make any distributions to the Members or Economic Interest Owners, except as otherwise provided in this LLC Agreement;

(j) The partition of any assets of the Company or any distribution of any assets of the Company;

(k) Increase the salary of an Affiliate of any member of CE; and

(l) Take such other actions specified in this LLC Agreement as requiring the consent or approval of the Management Committee.

3.14 Duties of Chief Executive Officer. The Chief Executive Officer shall be responsible for the management of the day to day business and affairs of the Company in accordance with the annual budgets adopted by the Management Committee and as otherwise directed by the Management Committee from time to time. Any decision or act of the Chief Executive Officer within the scope of the Chief Executive Officer's authority granted hereunder shall control and bind the Company. The Chief Executive Officer may, at his sole discretion, delegate his duties and responsibilities hereunder to other officers of the Company. Except as set forth in Sections 3.12 and 3.13 above, the Chief Executive Officer shall have the power to do the following, without the consent of the Members or the Management Committee:

(a) Control of the day-to-day operations of the Company;

(b) Carrying out and affecting all directions of the Management Committee;

(c) Providing for the accounting function for the Company;

(d) Applying for and obtaining all appropriate insurance coverage;

(e) Temporary investment of the Company's funds and short-term investments providing for appropriate safety of principal;

(f) Engaging in any kind of activity and performing and carrying out all contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes and business of the Company, so long as said activities and contracts are in the ordinary course of business;

(g) Negotiate, execute and perform all agreements, and exercise all rights and remedies of the Company in connection with the foregoing; and

(h) Providing quarterly and annual budgets, and operating and financial reports to the Management Committee.

3.15 Removal or Resignation of Chief Executive Officer. The Management Committee, by a majority vote thereof, may remove the Chief Executive Officer, in its sole and absolute discretion if, at any time or from time to time, it becomes dissatisfied with the Chief Executive Officer's performance under this Agreement (regardless of whether such dissatisfaction shall constitute legal "cause" for termination). A Person who has been removed as Chief Executive Officer shall continue to be a Member or Economic Interest Owner for all other purposes of this Agreement, if the Chief Executive Officer is also a Member or Economic Interest Owner in the Company.

The Chief Executive Officer of the Company may resign at any time by giving sixty (60) days advance written notice to each of the representatives to the Management Committee. The resignation of a Chief Executive Officer shall take effect sixty (60) days from the date of the notice or at such later time as shall be specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. The resignation of a Chief Executive Officer who is also a Member or Economic Interest Owner shall not affect the Chief Executive Officer's rights as a Member or Economic Interest Owner and shall not constitute a withdrawal of the Member or Economic Interest Owner from the Company.

3.16 Compensation of Chief Executive Officer. The compensation of the Chief Executive Officer shall be fixed from time to time by the Management Committee, and no Chief Executive Officer shall be prevented from receiving any such compensation because the Chief Executive Officer is also a Member or Economic Interest Owner of the Company.

3.17 Restrictions on the Members. No Member or Economic Interest Owner individually shall have the authority to do any binding act on behalf of the Company without the approval of the Management Committee as provided in this LLC Agreement.

ARTICLE 4 RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 Limitation of Liability. Each Member's and Economic Interest Owner's liability shall be limited as set forth in this LLC Agreement, the Delaware Act and other applicable law.

4.2 Company Liabilities. A Member or Economic Interest Owner will not be personally liable for any debts or losses of the Company beyond the Member's or Economic Interest Owner's respective capital contributions and any obligation of the Members and Economic Interest Owners to make additional Capital Contributions as provided in this LLC Agreement, except as required by law.

4.3 Priority and Return of Capital. Except as otherwise expressly provided in this LLC Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either for the return of Capital Contributions or for Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

4.4 Liability of a Member or Economic Interest Owner to the Company. A Member or Economic Interest Owner who rightfully receives a return in whole or in part of its Capital Contribution is liable to the Company only to the extent now or hereafter provided by the Delaware Act.

4.5 Independent Activities. Except as may otherwise be agreed upon in writing between the Company and a Member or Economic Interest Owner, each Member, Economic Interest Owner and Management Committee representative shall be required to devote only such time to the affairs of the Company as such Member, Economic Interest Owner and Management Committee representative determines in its sole discretion, and each such Member, Economic Interest Owner and Management Committee representative shall be free to serve any other Person in any capacity that it may deem appropriate in its discretion; provided, however, that no Member, Economic Interest Owner or Management Committee representative shall either directly or indirectly engage in any activities which in any way concern or are related to the license, sale, provision, use or marketing of products, services or activities which are licensed, sold, provided, used or marketed by the Company, or which activities otherwise are competitive with the

Company or otherwise, without first acquiring the written approval of each of the representatives of the Management Committee not appointed by the Member or Economic Interest Owner requesting or requiring such approval.

ARTICLE 5 MEETINGS OF MEMBERS

5.1 Annual Meeting. The Member shall not hold any meetings, since the Company shall act solely through the Management Committee.

ARTICLE 6 CAPITAL CONTRIBUTIONS

6.1 Initial Capital Contributions. A Capital Account shall be maintained for each Member as provided in Section 2.1(b) above, which shall include the initial Capital Contribution of each Member as set forth on Exhibit A, attached hereto. The number of Units of Percentage Interest of each Member shall be as also set forth in Exhibit A. No Member shall have any interest or rights in the capital contributed by any other Member.

6.2 Additional Capital Contributions. The Member and the Management Committee recognize that the Company may require additional capital from time to time in order to accomplish the purposes and the business for which the Company is formed. If the Member determines to make an Additional Capital Contribution to the Company pursuant to Section 6.2.2 of the CE Limited Liability Company Agreement, the Member shall make a contribution to the Capital of the Company in the amount of such Additional Capital Contribution made to CE pursuant to such Section.

6.3 Capital Accounts of Members. The amount of any additional Capital Contribution made by any Member or Economic Interest Owner shall be added to the Capital Account of such contributing Member or Economic Interest Owner.

6.4 Interest and Other Amounts. No Member or Economic Interest Owner shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member or Economic Interest Owner, except as otherwise provided in this LLC Agreement or other agreement approved and ratified by all of the Members between the Company and such Member or Economic Interest Owner.

6.5 Amendment of Documents. Except as provided above or pursuant to a Member's or Economic Interest Owner's acquisition of an additional Economic Interest as permitted under this LLC Agreement, any adjustments in Percentage Interests shall be effectuated by amending this LLC Agreement and the execution and filing of any other documents required by the Delaware Act.

6.6 Withdrawal of Capital Contribution. Except as otherwise provided in this LLC Agreement, the affirmative vote or consent of all of the Members shall be required to modify, compromise or release the amount and/or character of a Member's or Economic Interest Owner's Capital Contribution, or any promise made by a Member as consideration for the acquisition of an interest in the Company. Under circumstances requiring the return of any Capital Contribution, no Member or Economic Interest Owner shall have the right to receive any property of the Company, other than cash, except as may be specifically provided herein.

6.7 Loans of Members. A Member or Economic Interest Owner may loan cash or other property to the Company, should additional funds be required, upon such terms as all of the Members shall agree by affirmative vote or consent. Loans by any Member or Economic Interest Owner to the Company shall not be considered as contributions to the capital of the Company. Except as otherwise provided in this LLC Agreement, none of the Members or Economic Interest Owners shall be obligated to make any loan or advance to the Company.

ARTICLE 7 ALLOCATIONS

7.1 Net Profits and Net Losses. Net Profits and Net Losses for any fiscal year shall be allocated to the Member.

ARTICLE 8 ACCOUNTING. DISTRIBUTIONS AND TAXES

8.1 Distribution of Cash. If the Management Committee determines that the Company has adequate available cash (taking into account its current and anticipated future cash needs), the Company shall make cash distributions to CE in the amount determined by the Management Committee, which amounts shall be distributed by CE pursuant to Section 8.1 of the CE Limited Liability Company Agreement. Notwithstanding the foregoing, the Management Committee shall make, within forty five (45) days after the close of each quarter of each fiscal year, cash distributions to the Members and Economic Interest Owners in an amount equal to forty five percent (45%) of the Net Profits of the Company (or such greater amount as may be determined upon the

affirmative vote of the Management Committee or required to pay any "accrued Flow-Through Tax Liability" attributed to the Members or Economic Interest Owners of the Company or the Members of CE holding Series SEL Economic Interests).

Further, notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company are in excess of its liabilities, except amounts payable to Members or Economic Interest Owners on account of Capital Contributions.

8.2 Accounting. The fiscal and tax year of the Company shall be the calendar year. For tax purposes, the records of the Company shall be maintained on an accrual method of accounting. The books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company or such other location as determined by the Management Committee. Each Member shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Company, and a list of the names and addresses of all of the Members and Economic Interest Owners. Such right may be exercised through any agent of such Member. Each Member shall bear all expenses incurred in any examination made for its account.

As soon as reasonably practicable after the end of each calendar month, the Chief Executive Officer shall furnish each Member and Economic Interest Owner with an interim unaudited balance sheet of the Company as of the last day of such calendar month, an unaudited statement of profit or loss of the Company for such calendar month, and an unaudited statement of cash receipts and disbursements for such calendar month, each prepared in accordance with generally accepted accounting principles. As soon as reasonably practicable after the end of each fiscal and tax year, the Chief Executive Officer shall furnish each Member and Economic Interest Owner with: (i) a balance sheet of the Company as of the last day of such fiscal or tax year, a statement of profit or loss of the Company for such year, and a statement of cash receipts and disbursements, each prepared in accordance with generally accepted accounting principles and audited by the Company's independent certified public accountants; and (ii) a copy of the federal income tax return (if applicable) of the Company.

ARTICLE 9

TERM. TERMINATION. AND DISTRIBUTION UPON LIQUIDATION

9.1 Term. The term of the Company was commenced on the date the Certificate of Formation for the Company was filed in the Office of the Delaware Secretary of State in accordance with the Delaware Act and shall continue until January 31, 2049 unless earlier dissolved by the unanimous written consent of all of the Members, or the provisions of the Certificate of Formation this LLC Agreement or the Delaware Act.

9.2 Events of Dissolution. Unless the continuation of the Company's business is approved by the affirmative vote or consent of all of the remaining Members within ninety (90) days of an event of withdrawal, the Company shall immediately dissolve upon an event of withdrawal. An event of withdrawal shall include:

(a) January 31, 2049;

(b) The affirmative vote or consent by all of the Members to dissolve, wind up and liquidate the Company; or

(c) The happening of any other event that makes it unlawful or impossible to carry on the business of the Company.

9.3 Cessation of Business. In the event of the occurrence of any event effecting the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the Chairman has filed a certificate of cancellation in the office of Delaware Secretary of State or until a decree terminating the Company has been entered by a court of competent jurisdiction.

9.4 Winding Up, Liquidation and Distribution of Assets. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution and the Chairman shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Chairman shall:

(a) Collect and sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent a Majority in Interest may determine to distribute any assets to the Members and Economic Interest Owners in kind);

(b) Allocate any Net Profits or Net Losses resulting from such sale or other disposition of the Company's assets to the Members' and Economic Interest Owners' Capital Accounts in accordance with Section 2.1(b) above;

(c) Discharge all debts, liabilities and obligations

of the Company, including those to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than debts, liabilities and obligations to Members and Economic Interest Owners for distributions, and establish such reserves as the Management Committee may deem reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company);

(d) Distribute the remaining assets to the Member either in cash or in kind, with any assets distributed in kind being valued for this purpose at their fair market value.

(e) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated; and

(f) The remaining Members shall comply with any applicable requirements of the Delaware Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

9.5 Certificate of Cancellation. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining assets have been distributed to the Members and Economic Interest Owners, the Chairman shall execute a certificate of cancellation setting forth the information required by the Delaware Act and shall be delivered to the Delaware Secretary of State.

9.6 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this LLC Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company assets remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of the Members and Economic Interest Owners, the Members and Economic Interest Owners shall have no recourse against any other Member or Economic Interest Owner.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Waiver of Right of Partition. It is specifically agreed that no Member or Economic Interest Owner shall have the right to ask for partition of the assets owned or hereafter acquired by the Company, nor shall any such Member or Economic Interest Owner have the right to any specific assets of the Company on the liquidation or winding up of the Company, except upon the affirmative vote or consent of all Members.

10.2 Notices. Except as otherwise provided in this LLC Agreement, any notice required or permitted herein shall be in writing and shall be deemed to have been delivered, whether actually received or not, two (2) calendar days after being deposited in the United States mail, by registered mail, return receipt requested, postage prepaid, addressed to the party entitled thereto at the last address of such party provided by such party to the Company. Any notice to the Company shall be sent to the Company's principal place of business.

10.3 Governing Law. This LLC Agreement has been made and executed in accordance with the Delaware Act and is to be construed, enforced, and governed in accordance therewith and with the laws of the State of Delaware. The parties agree that all actions or proceedings arising directly or indirectly from this LLC Agreement shall be commenced and litigated only in the District Court of Johnson County, Kansas, or the United States District Court for the District of Kansas, located in Kansas City, Kansas. The parties hereby consent to the jurisdiction over them of the District Court of Johnson County, Kansas, or the United States District Court for the District of Kansas, in all actions or proceedings arising directly or indirectly from this LLC Agreement.

10.4 Entire Agreement. Except as otherwise provided herein, this LLC Agreement together with the recitals and Exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement among the Members on the subject matter hereof and may not be changed, modified, amended, or supplemented except in writing, signed by all of the Members and consented to by all of the holders of the Series SEL Voting Interests in CE. All other oral or written agreements, promises, and arrangements in relation to the subject matter of this LLC Agreement are hereby rescinded.

10.5 Binding Agreement. Subject to the restrictions and encumbrances set forth herein, the terms and provisions of this LLC Agreement shall be binding upon, be enforceable by and inure; to the benefit of the Members, Economic Interest Owners and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

10.6 Interpretation. The descriptive headings contained in

this LLC Agreement are for convenience only and are not intended to define the subject matter of the provisions of this LLC Agreement and shall not be resorted to for interpretation thereof.

10.7 Severability. If any provision of this LLC Agreement or the application thereof to any individual or entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this LLC Agreement and the application of such provisions to other individuals or entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

10.8 Waiver. No consent or waiver, express or implied, by any Member or Economic Interest Owner to or of any breach or default by any other Member or Economic Interest Owner in the performance by such other Member or Economic Interest Owner of its obligations under this LLC Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member or Economic Interest Owner of the same or any other obligations hereunder. The failure on the part of any Member or Economic Interest Owner to complain of any act or failure to act of any of the other Members or Economic Interest Owners or to declare any of the other Members or Economic Interest Owners in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member or Economic Interest Owner of its rights under this LLC Agreement.

10.9 Equitable Remedies. The rights and remedies of any of the Members or Economic Interest Owners hereunder shall not be mutually exclusive. Each of the Members and Economic Interest Owners confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this LLC Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of a Member or Economic Interest Owners aggrieved as against a party for a breach or threatened breach of any provision hereof; it being the intention hereof to make clear the agreement of the Members and Economic Interest Owners that the respective rights and obligations of the Members and Economic Interest Owners hereunder shall be enforceable in equity as well as at law or otherwise.

10.10 Attorney's Fees. In the event of a default by a Member or Economic Interest Owner under this LLC Agreement, the non-defaulting Members and Economic Interest Owners shall be entitled to recover all costs and expenses, including attorney's fees, incurred as a result of said default or in connection with the enforcement of this LLC Agreement.

10.11 Counterparts. This LLC Agreement may be executed in two (2) or more counterparts, all of which taken together shall constitute one (1) instrument.

10.12 Saving Clause. In the event any provision of this LLC Agreement shall be, or shall be found to be, contrary to the Delaware Act, such provision shall be deemed amended so as to conform with such Act.

10.13 Further Documentation. Each of the parties hereto agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this LLC Agreement.

10.14 Incorporation of Recitals. The preamble and recitals to this LLC Agreement are hereby incorporated by reference and made an integral part hereof.

10.15 Indemnification. The Company shall indemnify any Member, representative on the Management Committee, Chairman or officer of the Company (each referred to as an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, arbitration, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such Indemnified Party is or was a Member, representative on the Management Committee, Chairman or officer of the Company or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such action, arbitration, suit or proceeding, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Party in connection with such action, arbitration, suit or proceeding, including any appeal thereof, if such Indemnified Party acted in good faith and in a manner such Indemnified Party reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Indemnified Party's conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Indemnified Party shall have been adjudged to be liable for gross negligence or gross

misconduct in the performance of such Indemnified Party's duty to the Company unless and only to the extent that the court or arbitration in which the action, arbitration or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such Indemnified Party is fairly and reasonably entitled to indemnity for such expenses which the court or arbitration shall deem proper. The termination of any action, arbitration, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nob contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Party did not act in good faith and in a manner which such Indemnified Party reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Indemnified Party's conduct was unlawful.

IN WITNESS WHEREOF, the parties hereto have signed this LLC Agreement on the date first above written.

Custom Energy Holdings, L.L.C.
a Delaware limited liability company

By: /s/Gregory J. Orman
Name:
Title:

Strategic Energy, L.L.C.
a Delaware limited liability
company

By: /s/Richard Zomnir
Name: Richard Zomnir
Title: CEO & Pres.

Consented to by the holders of
Series SEL Voting Interests:

SE Holdings, L.L.C.,
a Delaware limited liability company

By: /s/Richard Zomnir
Name: Richard Zomnir
Title: CEO & Pres.

KLT Energy Services Inc.,
a Missouri corporation

By: /s/Mark G. English
Name: Mark G. English
Title: Secretary

MTB Energy, Inc.,
a Missouri corporation

By: /s/Tim Clemons
Name: Tim Clemons
Title: President

Environmental Lighting Concepts, Inc.,
a Minnesota corporation

By: /s/Mark R. Schroeder
Name: Mark R. Schroeder
Title: President

EXHIBIT A

LIMITED LIABILITY COMPANY AGREEMENT OF STRATEGIC ENERGY, L.L.C.

Name	Description and Fair Market Value of Initial Capital Contribution	Number of Units of Economic and Voting Interests
Custom Energy Holdings, L.L.C.	\$	10,000,000
TOTAL	\$	10,000,000

LIMITED LIABILITY COMPANY AGREEMENT
OF
STRATEGIC ENERGY, L.L.C.

This Amendment No. 1 (the "Amendment") to the Amended and Restated Limited Liability Company Agreement of Strategic Energy, L.L.C. dated as of December 31, 1999 (the "LLC Agreement") is made and entered into this 27th day of April, 2001, by and between Custom Energy Holdings, L.L.C., a Delaware limited liability company ("CE" or the "Member") and Strategic Energy, L.L.C., a Delaware limited liability company (the "Company").

Whereas, MTB Energy, Inc., a Missouri corporation, has agreed to transfer and exchange all of its Series SEL Economic Interest and Series SEL Voting Interest (as those terms are defined in the Amended and Restated Limited Liability Company Agreement of Custom Energy Holdings, L.L.C., dated as of December 31, 1999) in CE to KLT Energy Services Inc., and

Whereas, the Member and the Company wish to make certain amendments to the LLC Agreement to reflect the effects of this transfer and exchange, as set forth in this Amendment, to be effective as of the closing date of said transfer and exchange of Interests.

Now, therefore, in consideration of the mutual covenants and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The second paragraph of Section 3.1 of the LLC Agreement is deleted and the following paragraph inserted in lieu thereof:

The Management Committee shall consist of four (4) representatives, two (2) of whom shall be appointed by KLT, one (1) of whom shall be appointed by ELC, and one (1) of whom shall be appointed by Holdings. In the event of the resignation or death of a representative, the vacancy shall be promptly filled by a nominee of the Person who appointed the departing representative. The appointment of each representative on the Management Committee subsequent to the initial representatives named in this Section 3.1 shall be evidenced by an appointment, and acceptance of appointment, in a writing delivered to the Company by the Person entitled to appoint such representative. Each representative will serve on the Management Committee at the pleasure of the Person appointing him or her. The Management Committee shall, as of the effective date of this Amendment No. 1, consist of P. Jay Schliesman and Gregory J. Orman (appointed by KLT), Mark R. Schroeder (appointed by ELC) and Richard M. Zomnir (appointed by Holdings).

2. Section 3.5 of the LLC Agreement is deleted and the following section inserted in lieu thereof:

3.5. Quorum. The presence of representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest shall constitute a quorum at any duly called meeting of the Management Committee.

3. Section 3.6 of the LLC Agreement is deleted and the following section inserted in lieu thereof:

3.6. Voting. Each representative on the Management Committee shall be entitled to a vote upon each matter submitted or required to be submitted to a vote at a meeting of the Management Committee in proportion to the percentage of Units of Series SEL Voting Interest held by the Person appointing such representative. An affirmative vote of the representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest shall be required to approve the action to be taken by the Management Committee, except for matters requiring a unanimous vote set forth in Section 3.12.

4. The first paragraph of Section 3.13 of the LLC Agreement is deleted and the following paragraph inserted in lieu thereof:

3.13 Powers of the Management Committee. In addition to that contemplated above, the Management Committee shall have the power to do the following upon the affirmative vote of the representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest, without the consent of the Members:

5. The first sentence of Section 3.15 of the LLC Agreement is deleted and the following sentence inserted in lieu thereof:

The Management Committee, by an affirmative vote of the representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting

Interest, may remove the Chief Executive Officer, in its sole and absolute discretion if, at any time or from time to time, it becomes dissatisfied with the Chief Executive Officer's performance under this Agreement (regardless of whether such dissatisfaction shall constitute legal "cause" for termination).

6. This Amendment No. 1 will automatically become effective as of the closing date of the transfer and exchange of Interests pursuant to that certain Exchange Agreement between KLT Energy Services Inc. and MTB Energy, Inc., dated effective as of January 1, 2001.

[signature page follows]

In witness whereof, the parties hereto have signed this Amendment on the date first above written.

Custom Energy Holdings,
L.L.C.,
a Delaware limited liability
company

By: /s/Gregory J. Orman
Gregory J. Orman, President
and Chief Executive Officer

Strategic Energy, L.L.C.,
a Delaware limited liability
company

By: /s/Richard M. Zomnir
Richard M. Zomnir, President
and Chief Executive Officer

Consented to by the holders of
Series SEL Voting Interests:

SE Holdings, L.L.C.,
a Delaware limited liability company

By: /s/Richard M. Zomnir
Name: _____
Title: _____

KLT Energy Services Inc.,
a Missouri corporation

By: /s/Frank R. Clark
Frank R. Clark, Treasurer

Environmental Lighting Concepts, Inc.,
a Minnesota corporation

By: /s/Mark R. Schroeder
Mark R. Schroeder, President

MTB Energy, Inc.

By: /s/L. Tim Clemons
L. Tim Clemons, CEO

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
STRATEGIC ENERGY, L.L.C.

This Amendment No. 1 (the "Amendment") to the Amended and Restated Limited Liability Company Agreement of Strategic Energy, L.L.C. dated as of December 31, 1999 (the "LLC Agreement") is made and entered into this 27th day of April, 2001, by and between Custom Energy Holdings, L.L.C., a Delaware limited liability company ("CE" or the "Member") and Strategic Energy, L.L.C., a Delaware limited liability company (the "Company").

Whereas, MTB Energy, Inc., a Missouri corporation, has agreed to transfer and exchange all of its Series SEL Economic Interest and Series SEL Voting Interest (as those terms are defined in the Amended and Restated Limited Liability Company Agreement of Custom Energy Holdings, L.L.C., dated as of December 31, 1999) in CE to KLT Energy Services Inc., and

Whereas, the Member and the Company wish to make certain amendments to the LLC Agreement to reflect the effects of this transfer and exchange, as set forth in this Amendment, to be effective as of the closing date of said transfer and exchange of Interests.

Now, therefore, in consideration of the mutual covenants and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The second paragraph of Section 3.1 of the LLC Agreement is deleted and the following paragraph inserted in lieu thereof:

The Management Committee shall consist of four (4) representatives, two (2) of whom shall be appointed by KLT, one (1) of whom shall be appointed by ELC, and one (1) of whom shall be appointed by Holdings. In the event of the resignation or death of a representative, the vacancy shall be promptly filled by a nominee of the Person who appointed the departing representative. The appointment of each representative on the Management Committee subsequent to the initial representatives named in this Section 3.1 shall be evidenced by an appointment, and acceptance of appointment, in a writing delivered to the Company by the Person entitled to appoint such representative. Each representative will serve on the Management Committee at the pleasure of the Person appointing him or her. The Management Committee shall, as of the effective date of this Amendment No. 1, consist of P. Jay Schliesman and Gregory J. Orman (appointed by KLT), Mark R. Schoeder (appointed by ELC) and Richard M. Zomnir (appointed by Holdings).

2. Section 3.5 of the LLC Agreement is deleted and the following section inserted in lieu thereof:

3.5 Quorum. The presence of representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest shall constitute a quorum at any duly called meeting of the Management Committee.

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3.6 Voting. Each representative on the Management Committee shall be entitled to a vote upon each matter submitted or required to be submitted to a vote at a meeting of the Management Committee in proportion to the percentage of Units of Series SEL Voting Interest held by the Person appointing such representative. An affirmative vote of the representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest shall be required to approve the action to be taken by the Management Committee, except for matters requiring a unanimous vote set forth in Section 3.12.

4. The first paragraph of Section 3.13 of the LLC Agreement is deleted and the following paragraph inserted in lieu thereof:

3.13 Powers of the Management Committee. In

addition to that contemplated above, the Management Committee shall have the power to do the following upon the affirmative vote of the representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest, without the consent of the Members:

5. The first sentence of Section 3.15 of the LLC Agreement is deleted and the following sentence inserted in lieu thereof:

The Management Committee, by an affirmative vote of the representatives appointed by Persons holding, in aggregate, a majority of the Units of Series SEL Voting Interest, may remove the Chief Executive Officer, in its sole and absolute discretion if, at any time or from time to time, it becomes dissatisfied with the Chief Executive Officer's performance under this Agreement (regardless of whether such dissatisfaction shall constitute legal "cause" for termination).

6. This Amendment No. 1 will automatically become effective as of the closing date of the transfer and exchange of Interests pursuant to that certain Exchange Agreement between KLT Energy Services Inc. and MTB Energy, Inc., dated effective as of January 1, 2001.

[signature page follows]

In witness whereof, the parties hereto have signed this Amendment on the date first above written.

Custom Energy Holdings, L.L.C.,
a Delaware limited liability company

By:/s/Gregory J. Orman
Gregory J. Orman, President and Chief
Executive Officer

Strategic Energy, L.L.C.,
a Delaware limited liability company

By:/s/Richard M. Zomnir
Richard M. Zomnir, President and Chief
Executive Officer

Consented to by the holders of
Series SEL Voting Interests:

SE Holdings, L.L.C.,
a Delaware limited liability company

By:/s/Richard M. Zomnir

KLT Energy Services Inc.,
a Missouri corporation

By:/s/Frank R. Clark
Frank R. Clark, Treasurer

Environmental Lighting Concepts, Inc.,
a Minnesota corporation

By:/s/Mark R. Schroeder
Mark R. Schroeder, President

State of Missouri
Rebecca McDowell Cook, Secretary of State
James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

Corporations Division
P.O. Box 778, Jefferson City, MO 65102

Amended Articles Accepting
Close Corporation Law
(Submit in duplicate with filing fee of \$25.00)

The corporation's Articles of Incorporation are hereby amended and restated by two-thirds of all outstanding shareholders on May 16, 2000 to become a statutory close corporation:

Article One

The name of the corporation is KLT Gas Inc. and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Corporation Service Company d/b/a CSC-Lawyers
Incorporating Service Company 221 Bolivar Street,
Jefferson City, MO 65101

Article Three

(A) The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue are as follows: 70,000 shares of common stock, all of which are without par value.

(B) The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions or special or relative rights, including convertible rights, in respect of the shares herein authorized.

Article Four

(A) The transfer of shares by a living shareholder are as follows:

1. Governed by section 351.770; or
2. Stated as follows (state conditions

for transfer): There are no conditions or restrictions on transfer.

(B) The transfer of shares of a deceased shareholder are as follows:

1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

2. Governed by the following conditions: There are no conditions or restrictions on transfer.

Article Five

(Choose one)

X The corporation does not have a board of directors; or

The number of directors to constitute the first board of directors is

Thereafter the number of directors shall be fixed by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

The number of directors to constitute the board of directors is (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

Article Six

The duration of the corporation is perpetual.

Article Seven

The corporation is formed for the following purposes: The corporation is organized to engage in any lawful purpose.

Article Eight

This close corporation shall be dissolved in the following manner (complete both A & B):

(A) The following shareholder or shareholders have authority to dissolve the corporation (indicate all if all have authority and the percentage of votes required to vote on the dissolution, otherwise list name of individual shareholders with authority to dissolve): All shareholders have authority to vote on a proposal of dissolution. Such proposal must be approved by at least 2/3 of the votes entitled to be cast on the proposal.

(B) The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here x); or
2. Upon the occurrence or the following specified event(s) or contingency(ies):

Article Nine

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation. (351.760, RSMo)

Article Ten

(Any additional optional statements)

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: (Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

/s/David M McCoy
Signature of Officer or Chairman of the Board

Ronald G. Wasson
Printed or Typed Name of Incorporators

May 16, 2000
Date of Signature

KLT GAS INC.

AMENDED AND RESTATED
BYLAWS

JULY 3, 2000

KLT GAS INC.

AMENDED AND RESTATED
BYLAWS

ARTICLE I

Offices

Section 1. The registered office of the Corporation in the State of Missouri shall be at Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 221 Bolivar Street Jefferson City MO 65101.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shareholders

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Failure to comply with the requirements of this Section

shall not affect the validity of any action taken at any such meeting.

Section 7. Each outstanding share entitled to vote under the provisions of the Certificate of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as "designated directors".

Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

ARTICLE IV

Officers

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the

offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

ARTICLE V

Powers and Duties of Officers

Section 1. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time. The President shall preside at all meetings of the shareholders.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

Certificates of Stock

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

Dividends

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

Fiscal Year

Section 1. The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX

Waiver of Notice

Whenever by statute or by the Certificate of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

Indemnification by the Corporation

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a shareholder, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

Amendments

The shareholders may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to

vote at such meeting, provided a quorum is present.

CERTIFICATE OF FORMATION
OF
APACHE CANYON GAS, L.L.C.

This Certificate of Formation dated December 19, 1995, has been duly executed and is filed pursuant to section 18-201 of the Delaware Limited Company Act, 6 Delaware Code, Chapter 18 (the Act) to form a limited liability company under the Act.

1. The name of the limited liability company is Apache Canyon Gas, L.L.C.
2. The address of the registered office required to be maintained by the Act is:

Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

The name and the address of the registered agent for service of process required to be maintained by the Act are:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the date first above written.

/s/ Ronald G. Wasson

Amended and Restated Operating Agreement
of
Apache Canyon Gas, L.L.C.

This Amended and Restated Operating Agreement of Apache Canyon Gas, L.L.C. (the "Agreement") is entered into and made effective this 17th day of March, 1999, by and between Apache Canyon Gas, L.L.C. (the "Company") and KLT Gas Inc. ("KLT"), the sole member of the Company.

Whereas, KLT and Stroud Oil Properties, Inc. ("SOP"), as members of the Company, entered into that certain Operating Agreement of Apache Canyon Gas, L.L.C., effective December 19, 1995, as amended by that First Amendment to Operating Agreement of Apache Canyon Gas, L.L.C., dated as of December 31, 1996, (as amended, the "Operating Agreement"), and

Whereas, effective as of the date hereof, KLT has acquired all of SOP's Interest and Ownership Interest (as defined in the Operating Agreement) in the Company, and is now the sole member of the Company, and

Whereas, KLT and the Company wish to amend and restate the Operating Agreement to reflect this reduction in members.

The Company and KLT agree as follows:

Article I.
Formation Of Company

1.1 Name

The name of the limited liability company (the "Company") is Apache Canyon Gas, L.L.C.

1.2. Formation

The Company was formed on December 19, 1995, pursuant to the Delaware Limited Liability Company Act (the "Act") when its Certificate of Formation ("Certificate") was filed with the office of the Secretary of State.

1.3. Principal Place of Business

The Company's principal place of business is 1201 Walnut, Kansas City, MO 64106.

1.4. Registered Office and Registered Agent

The Company's registered agent in Delaware is Corporation Service Company. The Company's registered office in Delaware is 1013 Centre Road, Wilmington, DE 19805. The registered office and/or registered agent may be changed by the Member as provided in the Act.

1.5. Defects as to Formalities

A failure to observe any formalities or requirements of this Agreement, the Certificate or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

Article 2.
Business of Company

The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

Article 3.
Member, Contribution, and Management

3.1. Name and Address of Member

The Member's name and address is KLT Gas Inc., 1201 Walnut, Kansas City, MO 64106.

3.2. Contribution

The Member has heretofore made contributions to the Company as set forth in the Company's books and records. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement. The Member may, at the Member's sole discretion, make additional contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.

3.3. Management

The Company shall be managed by the Member, who may unilaterally act on behalf of the Company with or without a meeting and regardless of any financial interest the Member may have in such action. All decisions concerning the

business affairs of the Company shall be made by the Member, and the affirmative consent (regardless of whether it is written, oral, or by course of conduct) of the Member shall constitute the consent of all of the members of the Company for purposes of the Act, the Articles and this Agreement. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imparting personal liability on the Member for liabilities of the Company.

3.4. Management Rights

Subject to the Act, the Certificate and this Agreement, the Member shall have authority to do every act consistent with the law. Actions by the Member shall bind the Company regardless of whether such action is for the purpose of apparently carrying on the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Section. No person shall have any duty or obligation to inquire into the authority or power of the Member regarding the Member's actions on behalf of the Company.

3.5. Member Liability and Indemnification

Except as otherwise provided by law, the Certificate or this Agreement, a member shall have no personal liability, merely as a member, for any liabilities or losses of the Company beyond the member's contributions. The Company shall indemnify the Member for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company, or because the Member is a member, and shall advance expenses incurred by the Member in connection with the business of the Company, or in any legal action arising from action taken by the Member in connection with the business of the Company, all to the fullest extent provided or allowed by the laws of Delaware.

3.6. Compensation

The Member shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Member.

3.7. Duty of Loyalty

The Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. The Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. The Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

3.8. Other Self Interest

The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. The Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction.

3.10. Books and Accounts

The Member shall cause the books and accounts of the Company to be kept in accordance with generally accepted accounting principles. The books and supporting records of the Company will be maintained at the Company's principal office. All the Company's funds shall be deposited in its name in an account or accounts at such banks as the Member may determine from time to time.

Article 4. Taxes

4.1. Elections

The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company. It is the intent of the Member and the Company that the Company is to be disregarded as an entity separate from the Member for purposes of the Code. KLT is designated the tax matters member as defined in Section 6231(a)(7) of the

Code, and is authorized to take such actions and to execute and file all statements and forms on behalf of the Company which may be required by regulations issued by the Internal Revenue Service to indicate such designation.

4.2. Taxes of Taxing Jurisdictions

To the extent that the laws of any taxing jurisdiction require, the Member will prepare and the Member will execute and submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and penalties assessed on such income, if such agreement is required by the taxing jurisdiction. If the Member fails to provide such agreement, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of the Member shall be treated as a distribution for purposes of Article 5.

Article 5. Distributions

The Company may make distributions at such times and in such amounts as determined by the Member. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

Article 6. Disposition Of Membership Interest and Admission Of Assignees And Additional Members

6.1. Disposition

The Member's membership interest is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's membership interest. Upon the disposition of a portion of the Member's membership interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of the Member's entire membership interest (other than a temporary transfer or transfer as a pledge or security interest), the Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

6.2. Admission of Additional Members

The Member may, in the Member's sole discretion, admit additional members and determine the capital contributions of such additional members.

Article 7. Dissolution and Winding Up

7.1. Dissolution

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following:

- (1) upon the will of the Member,
- (2) the resignation, expulsion, bankruptcy or dissolution of the Member,
- (3) at any time the Company has no members,
- (4) December 31, 2025, or
- (5) the entry of a decree of judicial dissolution under the Act.

7.2. Effect of Dissolution

Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of dissolution has been issued by the Secretary of State.

7.3. Distribution of Assets on Dissolution

Upon the winding up of the Company, the Company's assets shall be distributed as follows:

- (a) to creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and

(b) to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

7.4. Winding Up and Articles of Dissolution

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the Member. Upon the completion of winding up of the Company, the Member or other person designated by the Member shall deliver articles of dissolution to the Secretary of State for filing. The articles of dissolution shall set forth the information required by the Act.

Article 8. Miscellaneous Provisions

8.1. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of Delaware.

8.2. Amendments

This Agreement may be amended or modified from time to time only by a written instrument adopted by the Member and the Company and executed by the Member and the Company.

8.3. Entire Agreement

This Agreement represents the entire agreement between the Member and the Company.

8.4. Rights of Creditors and Third Parties Under Operating Agreement

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

8.5 Preservation of Prior Indemnification

Notwithstanding anything in this Agreement to the contrary, Section 6.2 of the Operating Agreement shall remain in full force and effect, in accordance with its terms, respecting the Operations Manager, each member of the Management Committee and the Tax Matters Member (as those terms are defined in the Operating Agreement) of the Company.

In witness whereof, this Agreement is signed as of the date first above written.

Apache Canyon Gas, L.L.C., by	KLT Gas Inc., as sole
	member of
KLT Gas Inc., its sole member	Apache Canyon Gas, L.L.C.
By: /s/David M. McCoy	By: /s/David M. McCoy
David M. McCoy, President	David M. McCoy, President

ARTICLES OF INCORPORATION
OF
FAR GAS ACQUISITIONS CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned incorporator, being of the age of eighteen years or more, desiring to organize a corporation under the Colorado Corporation Code, makes, signs and verifies these Articles of Incorporation.

ARTICLE I

The name of the corporation is FAR GAS ACQUISITIONS CORPORATION.

ARTICLE II

The corporation is to have perpetual existence.

ARTICLE III

The nature of the business and the objects and the purposes for which this corporation is created are to engage in the transaction of all lawful business for which corporations may be incorporated pursuant to the Colorado Corporation Code.

ARTICLE IV

In furtherance of the purposes set forth in Article III of these Articles of Incorporation, the corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under and pursuant to the laws of the State of Colorado, including, but not limited to, the power to enter into general partnerships, limited partnerships (whether the corporation be a limited or general partner), joint ventures, syndicated pools, associations and other arrangements for on one or more of the purposes set forth in Article III of these Articles of Incorporation and in the Colorado Corporation Code, jointly or in common with others. In addition, the corporation may do everything necessary, suitable or proper for the accomplishment of any of its corporate purposes.

ARTICLE V

A. Authorized Shares: The aggregate number of shares which the corporation shall have authority to issue is one hundred thousand (100,000) shares of the common stock with \$0.01 par value per share. All shares when issued shall be nonassessable and fully paid. Each shareholder of record shall be entitled at all shareholders' meetings to one vote for each share of stock standing in his name on the books of the corporation.

B. Transfer Restrictions: The corporation shall have the right, by appropriate action, to impose restrictions upon the transfer of any shares of its common stock, or any interest therein, from time to time issued, provided that such restrictions as may from time to time be so imposed or notice of the substance thereof shall be set forth upon the face or back of the certificates representing such shares of common stock.

C. Preemptive Rights: No shareholder of the corporation shall have any preemptive or other right to subscribe for any additional unissued or treasury shares of stock or for other securities of any class, or for rights, warrants or options to purchase stock, or for scrip, or for securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

ARTICLE VI

The private property of the shareholders of the corporation shall not be subject to the payment of corporate debts, liabilities or obligations to any extent whatsoever.

ARTICLE VII

The business and affairs of the corporation shall be managed by a Board of Directors which shall exercise all the powers of the corporation, except as otherwise provided in the Bylaws or by these Articles of Incorporation. There shall be at least one director if the corporation shall have one sole shareholder, at least two directors if the corporation shall have two shareholders and at least three directors if the corporation shall have three or more shareholders, or such larger number (at no time more than nine) as shall be fixed by the Bylaws or from time to time by amendment of the Bylaws, but no decrease in the number of directors shall shorten the term of any incumbent director.

ARTICLE VIII

The initial Board of Directors shall consist of two members. The names and addresses of the persons who are to serve as the directors until the first annual meeting of the shareholders or until their successors are elected and qualified as follows:

Steven B. Chotin

8055 East Tufts Avenue Parkway, Suite 1450
Denver, Colorado 80237

Edward C. Gruben
8055 East Tufts Avenue Parkway, Suite 1450
Denver, Colorado 80237

ARTICLE IX

Cumulative voting in the election of directors is not allowed.

ARTICLE X

No contract or other transaction between the corporation and any other person, firm, partnership, corporation, trust, joint venture, syndicate or other entity shall be in any way affected or invalidated solely by reason of the fact that any director or officer of the corporation is pecuniarily or otherwise interested in, or is a director, officer, shareholder, employee, fiduciary or member of such other entity or solely by reason of the fact that any director or officer is in any way interested, may be a party to or may be interested in a contract or other transaction of the corporation.

ARTICLE XI

The corporation shall, subject to the provisions of the Bylaws of the corporation, indemnify any and all of its directors or officers to the fullest extent provided by the laws of the State of Colorado.

ARTICLE XII

No director shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any act specified in under Section 7-5-114 of the Colorado Corporation Code; or (iv) for any transaction from which the director derived an improper personal benefit. The protection afforded in this Article shall not restrict other common law protections and rights that a director may have. The limitations on personal liability contained in this Article shall continue as to a person who has ceased to be a director, and shall inure to the benefit of his heirs, executors and administrators. Neither the amendment nor repeal of this Article XII, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article XII, shall eliminate or reduce the effect of this Article XII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article XII would accrue or arise, prior to such amendment, repeal or adoption.

ARTICLE XIII

In addition to the other powers now or hereafter conferred upon the Board of Directors by these Articles of Incorporation, the Bylaws of the corporation, or by the laws of the State of Colorado, the Board of Directors may from time to time distribute to the shareholders in partial liquidation, out of the stated capital and the capital surplus of the corporation, a portion of the corporation assets, in cash or in kind; subject, however, to the limitations contained in the Colorado Corporation Code.

ARTICLE XIV

The address of the corporation's initial registered office is 8055 East Tufts Avenue Parkway, Suite 1450, Denver, Colorado 80237, and the name of the corporation's initial registered agent at such address is Howard J. Glicksman.

ARTICLE XV

The directors shall have the power to make Bylaws and to amend or alter the Bylaws from time to time as they deem proper for the administration and regulation of the affairs of the corporation.

ARTICLE XVI

The right is reserved from time to time to amend, alter or repeal any provisions of and to add to these Articles of Incorporation in any manner now or hereafter prescribed or permitted by the laws of the State of Colorado, and the rights of all shareholders are subject to this reservation.

ARTICLE XVII

When, with respect to any action to be taken by the shareholders of the corporation, the Colorado Corporation Code requires the vote or concurrence of two-thirds of the outstanding shares entitled to vote thereon, or of any series or class, then such action shall be taken by the vote or concurrence of a majority of such shares or series or class thereof.

ARTICLE XVIII

The name and address of the incorporator of the corporation is: Michael J. Sternick, Esq., Brownstein Hyatt Farber & Strickland, P.C., 410 - 17th Street, Suite 2200, Denver, Colorado 80202.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 19th day of November, 1992.

/s/Michael J. Sternick
Michael J. Sternick, Incorporator

FAR GAS ACQUISITION CORPORATION

BYLAWS

AS AMENDED AND RESTATED JANUARY 6, 1997

FAR GAS ACQUISITION CORPORATION

BYLAWS

ARTICLE I

Offices

Section 1. The registered office of the Corporation in the State of Colorado shall be at Corporation Company, 1675 Broadway, Denver, Colorado 80202. The corporate headquarters shall be 1201 Walnut, Kansas City, Missouri, 64106.

Section 2. The Corporation also may have offices at such other places either within or without the State of Colorado as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shareholders

Section 1. All meetings of shareholders shall be held at such place within or without the State of Colorado as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the Chairman of the Board, by the President, by the Board of Directors, or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Colorado. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Colorado, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any

time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Articles of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

In all elections for directors, each shareholder shall be entitled to one vote for each share owned by him or her, and each shareholder may cast the whole number of votes, either in person or by proxy, for one candidate, or distribute them among two or more candidates. There shall be no cumulative voting.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Articles of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

Section 1. The property, business and affairs of the Corporation shall be managed and controlled by a Board of Directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 2. The Board of Directors shall consist of five directors who shall be elected at the annual meeting of the shareholders. Each director

shall be elected to serve until the next annual meeting of the shareholders and until his successor shall be elected and qualified. Directors need not be shareholders.

Section 3. In case of the death or resignation of one or more of the directors of the Corporation, a majority of the remaining directors, though less than a quorum, may fill the vacancy or vacancies until the successor successors are elected at a meeting of the shareholders. A director may resign at any time and the acceptance of his resignation shall not be required in order to make it effective.

Section 4. The Board of Directors may hold its meetings either within or without the State of Colorado at such place as shall be specified in the notice of such meeting, and members of the Board of Directors may participate in a meeting of the Board by means of conference telephone or similar conversations whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall constitute presence in person at the meeting.

Section 5. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors by resolution shall from time to time determine. The Secretary shall give at least three days' notice of the time and place of each such meeting to each director in the manner provided in Section 9 of this Article III. The notice need not specify the business to be transacted.

Section 6. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the President or two members of the Board and shall be held at such place as shall be specified in the notice of such meeting. The Secretary shall give not less than three days' notice of the time, place and purpose of each such meeting to each director in the manner provided in Section 9 of this Article III.

Section 7. 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 8. The Board of Directors, by the affirmative vote of a majority of directors, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the Corporation as directors, officers or otherwise. By resolution, the Board of Directors may be paid for expenses, if any, of attendance at each meeting of the Board.

Section 9. Whenever under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws notice is required to be given to any director, it shall not be construed to require personal notice, but such notice may be given by telephone or by telegram addressed to such director at such address as appears on the books of the Corporation, or by hand delivery to the regular office of the director, or by mail by depositing the same in a post office or letter box in a postpaid sealed wrapper addressed to such director at such address as appears on the books of the Corporation. Such notice shall be deemed to be given at the time when the same shall be thus telephoned, telegraphed, hand delivered or mailed.

Attendance of a director at any 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.

Section 10. The Board of Directors may by resolution provide for an Executive Committee of said Board, which shall serve at the pleasure of the Board of Directors and, during the intervals between the meetings of said Board, shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, except with respect to any matters which, by resolution of the Board of Directors, may from time to time be reserved for action by said Board.

Section 11. The Executive Committee, if established by the Board, shall consist of the President of the Corporation and two additional directors who shall be elected by the Board of

Directors to serve at the pleasure of said Board until the first meeting of the Board of Directors following the next annual meeting of shareholders and until their successors shall have been elected. Vacancies in the Committee shall be filled by the Board of Directors.

Section 12. Meetings of the Executive Committee shall be held whenever called by the Chairman or by a majority of the members of the Committee, and shall be held at such time and place as shall be specified in the notice of such meeting and shall be subject to the provisions of Section 4 of this Article III. The Secretary shall give at least one day's notice of the time, place and purpose of each such meeting to each Committee member in the manner provided in Section 9 of this Article III, provided, that if the meeting is to be held outside of Denver, Colorado, at least three days' notice thereof shall be given.

Section 13. At all meetings of the Executive Committee, a majority of the Committee members shall constitute a quorum and the unanimous act of all the members of the Committee present at a meeting where a quorum is present shall be the act of the Executive Committee. All action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

Section 14. If all the directors severally or collectively shall consent in writing to any action to be taken by the directors, such consents shall have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

ARTICLE IV

Officers

Section 1. The officers of the Corporation may include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the Board of Directors. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the Board of Directors. The office of the Vice President may or may not be filled as may be deemed advisable by the Board of Directors.

Section 3. The Board of Directors may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the Board of Directors or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the Board of Directors.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by Board of Directors.

ARTICLE V

Powers and Duties of Officers

Section 1. The Chairman of the Board shall be the principal executive officer of the Corporation. He/she shall preside at all meetings of the shareholders and at all meetings of the Board of Directors, and shall perform such other duties as the Board of Directors shall from time to time prescribe.

Section 2. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock

certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. In the absence of the Chairman of the Board, or if the office of Chairman of the Board be vacant, the President shall preside at all meetings of the shareholders and at all meetings of the Board of Directors.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 4. The Secretary shall attend all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, the Board of Directors and the Executive Committee, if any, and shall perform such other duties as may be prescribed by the Board of Directors or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the Board of Directors and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 6. Unless otherwise ordered by the Board of Directors, the Chairman of the Board or any duly elected officer of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

Certificates of Stock

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the Board of Directors, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such

officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the Board of Directors, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

Dividends

Dividends may be declared at such times as the Board of Directors shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

Fiscal Year

Section 1. The fiscal year of the Corporation shall be the calendar year.

Section 2. As soon as practicable after the close of each fiscal year, the Board of Directors shall cause this report of the business and affairs of the Corporation to be made to the shareholders.

ARTICLE IX

Waiver of Notice

Whenever by statute or by the Articles of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

Indemnification by the Corporation

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Colorado, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

Amendments

The Board of Directors may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the whole Board of Directors at any regular meeting of

the Board or at any special meeting of the Board if notice thereof has been given in the notice of such special meeting. Nothing in this Article shall be construed to limit the power of the shareholders to make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

CERTIFICATE OF FORMATION

OF

FOREST CITY, LLC

The undersigned hereby adopts the following Certificate of Formation for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act:

ARTICLE I

The name of the limited liability company is Forest City, LLC (the "Company").

ARTICLE II

The address of the Company's registered office and the name and address of its registered agent for service of process are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, County of New Castle
Delaware 19808

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 31st day of May, 2001.

/s/Jeffrey A. Zlotky

LIMITED LIABILITY COMPANY AGREEMENT

OF

FOREST CITY, LLC

MAY 31, 2001

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LIMITED LIABILITY COMPANY AGREEMENT
OF
FOREST CITY, LLC

This Limited Liability Company Agreement (this "Agreement") of Forest City, LLC, a Delaware limited liability company, is entered into effective for all purposes as of the 31st day of May, 2001 (the "Effective Date"), by and among the undersigned initial sole Member of such limited liability company for and in consideration of the provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I

FORMATION OF LIMITED LIABILITY COMPANY

SECTION 1.1 FORMATION. Forest City, LLC (the "Company") was formed as a limited liability company under the laws of the State of Delaware on May 31, 2001, by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware.

SECTION 1.2 PURPOSES AND POWERS. The purpose of the Company is (a) to acquire those certain oil and gas properties located in Brown, Doniphan, Jackson and Jefferson Counties, Kansas and Nemaha County, Nebraska from the initial Member (either directly from the initial Member or from a third party as the initial Member's designee) as a Capital Contribution to the Company; (b) to acquire other properties within the Forest City Basin in the States of Kansas, Nebraska, Iowa and Missouri; (c) to hold, maintain, renew, explore, drill, develop and operate such properties; (d) to produce, collect, store, treat, deliver, market, sell or otherwise dispose of oil, gas and related hydrocarbons and minerals from such properties; (e) to farmout, sell, abandon and otherwise dispose of such properties; (f) to enter into commodity hedging transactions in order to minimize the risk associated with the fluctuation of prices to be received by the Company from the sale of oil, gas and related hydrocarbons and minerals from Company properties, whether on organized exchanges or otherwise; and (g) to take all such other actions incidental to any of the foregoing or as expressly set forth herein as the Managers may determine to be necessary or desirable. In carrying out such purpose, the Company shall have all of the powers provided for a limited liability company under the Act.

SECTION 1.3 OFFICES. The principal place of business of the Company shall be at such place as the Managers may from time to time determine. The Company may have, in addition to such office, such other offices and places of business at such locations, both within and without the State of Delaware, as the Managers may from time to time determine or the business and affairs of the Company may require.

(a) When used in this Agreement, the following terms shall have the respective meanings set forth below:

"ACT" shall mean the Delaware Limited Liability Company Act, as amended from time to time, or any successor statute thereto.

"ADJUSTED CAPITAL ACCOUNT" shall mean the Capital Account maintained for a Member, as provided in Section 6.1, as of the end of each Fiscal Year, (a) increased by (i) the amount of any unpaid Capital Contributions agreed to be contributed by such Member under Article II, if any, (ii) an amount equal to such Member's allocable share of Company Minimum Gain attributable to Company Nonrecourse Liabilities, as computed on the last day of such Fiscal Year in accordance with applicable Treasury Regulations, (iii) an amount equal to such Member's allocable share of Member Nonrecourse Debt Minimum Gain attributable to Member Nonrecourse Debt, as computed on the last day of such Fiscal Year in accordance with applicable Treasury Regulations, and (iv) the amount of Company liabilities allocable to such Member under Section 752 of the Internal Revenue Code with respect to which such Member bears the economic risk of loss to the extent such liabilities do not constitute Member Nonrecourse Debt, and (b) reduced by the adjustments provided for in Treasury Regulation Section 1.704-1(b)(2) ii)(d)(4)-(6).

"AFFILIATE" shall mean, when used with respect to a specified person, any person that directly or indirectly controls, is controlled by or is under common control with such specified person. As used in this definition, the term "control" means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of a person through an ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"CAPITAL CONTRIBUTIONS" shall mean the aggregate of the dollar amounts of any cash, or the fair market value of any property, contributed to the capital of the Company, or, if the context in which such term is used so indicates, the dollar amounts of cash or the fair market value of any property agreed to be contributed, or requested to be contributed, by a Member to the capital of the Company.

"CAUSE" shall mean, with respect to any person, the final, nonappealable determination by a court of competent jurisdiction (or any other determination made in accordance with a process that has been approved by the Managers) that such person has committed or engaged in (i) any willful malfeasance, bad faith, or gross negligence in disregard of such person's material duties to the Company; (ii) any commission of any fraud by such person except for any violation of fraudulent conveyance or similar laws; or (iii) any conviction of or plea of no contest to any felony by such person.

"COMPANY MINIMUM GAIN" shall have the same meaning as the term "partnership minimum gain," as set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

"COMPANY NONRECOURSE LIABILITIES" shall mean nonrecourse liabilities (or portions thereof) of the Company for which the Members bear no economic risk of loss.

"DEPRECIATION" shall mean, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the fair market value of property contributed to the Company differs from its adjusted basis for federal income tax purposes at the date of contribution, Depreciation shall be an amount that bears the same ratio to such beginning fair market value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis.

"DISTRIBUTION" or "DISTRIBUTIONS" shall mean any cash or other property distributed to any Member by the Company on account of such Member's Membership Interest as provided in Section 3.2 or Section 7.2 of this Agreement, and does not include payments to any Member (a) pursuant to a loan by such Member to the Company or other transaction in which such Member is acting other than in its capacity as a Member within the meaning of Section 707(a) of the Internal Revenue Code, (b) that are guaranteed payments within the meaning of Section 707(c) of the Internal Revenue Code or (c) that are made to reimburse such Member or an affiliate of such Member for amounts paid for or on behalf of the Company or that are made to indemnify such Member or an affiliate of such Member as permitted under this Agreement.

"FISCAL YEAR" shall mean the calendar year, provided that the initial Fiscal Year of the Company shall commence as of the date of this Agreement.

"INTERNAL REVENUE CODE" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor statute or statutes.

"MANAGER" or "MANAGERS" shall mean those persons designated by the initial Member as the initial managers of the Company, and any person or persons elected by the Members as a successor thereto in accordance with this Agreement.

"MEMBER" shall mean KLT Gas Inc., in its capacity as the sole initial member of the Company, and any person or persons that become substituted or additional Members in accordance with the terms of this Agreement.

"MEMBER NONRECOURSE DEBT" shall have the same meaning as the term "partner nonrecourse debt," as set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"MEMBER NONRECOURSE DEBT MINIMUM GAIN" shall mean an amount, equal to the Company Minimum Gain that would result if Member Nonrecourse Debt were treated as a "nonrecourse liability" (within the meaning of Section 1.704-2(b)(3) of the Treasury Regulations), determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

"MEMBER NONRECOURSE DEDUCTIONS" shall mean the amount of deductions, losses and expenses equal to the net increase during the year in Member Nonrecourse Debt Minimum Gain, reduced (but not below zero) by proceeds of Member Nonrecourse Debt distributed during the year.

"MEMBERSHIP INTEREST" shall mean each Member's interest in the Company, including such Member's (i) ownership interest in the Company, (ii) share in any Net Profits, Net Losses and Distributions from the Company; and (iii) right to participate in the decisions of the Company pursuant to this Agreement.

"NET PROFIT" or "NET LOSS" shall mean, with respect to any Fiscal Year or other period, the net income or net loss of the Company for such period, determined in accordance with U.S. Federal income tax accounting principles and Section 703(a) of the Internal Revenue Code (including any items that are separately stated for purposes of Section 702(a) of the Internal Revenue Code), with the following adjustments:

(a) any income of the Company that is exempt from U.S. Federal income tax shall be included as income;

(b) any expenditures of the Company that are described in Section 705(a)(2)(B) of the Internal Revenue Code or treated as so described pursuant to Treasury Regulation 1.704-1(b)(2)(iv)(i) shall be treated as current expenses;

(c) if Company assets are distributed to a Member, such Distributions shall be treated as sales of such assets for cash at their respective fair market values in determining Net Profit and Net Loss;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the fair market value of the property disposed of at the time of contribution, notwithstanding that the adjusted tax basis of such property differs from its fair market value at the time of contribution; and

(e) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year or other period.

"PERSON" shall mean an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

"SECURITIES ACT" shall mean the Securities Act of 1933, as amended, and any successor statute thereto.

(b) The following capitalized terms when used herein shall have the respective meanings assigned to such terms in the Sections referred to opposite such terms:

Term	Section
Agreement	Preamble
Capital Account	6.1(b)
Company	1.1
Effective Date	Preamble
Indemnitee	9.2(a)
Loan Account	2.2
TMP	6.3
Transfer	8.1

SECTION 1.5 REFERENCES AND TITLES. As used in this Agreement, pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context clearly otherwise requires. As used in this Agreement, the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including, without limitation," except where the context clearly requires otherwise. Unless the context indicates otherwise, "member" or "members" and "limited liability company" or "limited liability companies" shall be substituted in and for references to "partner" or "partners" and "partnership" or "partnerships," respectively, in the Internal Revenue Code, Treasury Regulations and any pronouncements by the Internal Revenue Service. Except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Internal Revenue Code or Treasury Regulations or is expressly prohibited or ineffective under the Act, this Agreement shall govern, even when inconsistent with, or different from, the provisions of the Act or any other law or rule. To the extent any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be deemed to be amended to the least extent necessary in order to make this Agreement effective under the Act. In the event

the Act is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE II

MEMBERS, MEMBERSHIP INTERESTS AND CONTRIBUTIONS; MEETINGS OF MEMBERS

SECTION 2.1 MEMBERS, MEMBERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS.

(a) The initial Member of the Company is KLT Gas, Inc. and its initial Membership Interest is as set forth on Exhibit A of this Agreement. The Company and the initial Member acknowledge that such Member has made the Capital Contribution to the Company of cash and/or properties as consideration for such Membership Interest set forth on Exhibit A. Such properties have been contributed to the Company (either in a conveyance directly from the Member or from a third party as the Member's designee) subject to all liabilities and other obligations, and the Capital Account of the initial Member shall be adjusted to reflect the fair market value of such properties. Such Capital Contribution shall represent the maximum Capital Contribution to the Company that such Member shall be required to make to the Company (unless the Manager requests and such Member otherwise elects to make additional Capital Contributions and thereby acquire an additional Membership Interest). In return for such Capital Contribution, the entirety of such Member's interest in the Company as of the date of this Agreement shall consist of the Membership Interest set forth opposite such Member's name on Exhibit A, which entitles such Member to all of the rights and obligations of a Member pursuant to this Agreement.

(b) Additional persons may be admitted to the Company as Members and Membership Interests may be created and issued to such persons on such terms and conditions as the Members shall determine and as shall be reflected in an appropriate amendment to this Agreement which is approved by all the Members.

(i) Any such party becoming an additional Member shall be required to execute and deliver a counterpart of this Agreement in the form of the Addendum Agreement set forth as Exhibit B in order to confirm its agreement to the terms hereof and such party's agreement to make its Capital Contributions.

(ii) The Managers shall reflect in the books and records of the Company the addition of an additional Member as a party hereto, such additional Member's Capital Contributions and the Membership Interest it has acquired (or in the case of a Member that has increased its Capital Contribution, the amount of its additional Capital Contributions and additional Membership Interest).

SECTION 2.2 OPTIONAL MEMBER LOANS ERROR! BOOKMARK NOT DEFINED.. The Managers may request that one or more Members lend to the Company such funds as the Company may need for working capital purposes, provided that no Member shall have any obligation to make any such loan to the Company unless such Member shall otherwise agree. A loan account (the "Loan Account") shall be established and maintained for each Member separate and apart from such Member's Capital Account, and loans made by such Member to the Company will be credited to such Member's Loan Account. Interest on advances through a Member's Loan Account shall be at such rate as the Manager shall determine and such Member shall agree, and all advances through a Member's Loan Account shall be repaid prior to any Distributions to the Members. A credit balance in a Member's Loan Account shall constitute a liability of the Company to such Member; it shall not constitute a part of such Member's Capital Account.

SECTION 2.3 NO INTEREST; RETURN OF CONTRIBUTIONS. No interest shall accrue on any Capital Contributions to the Company (except to the extent permitted with respect to loans made pursuant to Section 2.2). No Member shall be entitled to the return of its Capital Contributions except (1) to the extent, if any, that Distributions made pursuant to the express terms of this Agreement may be considered as such by law or by the determination of the Managers, (2) upon dissolution and liquidation of the Company, and then only to the extent expressly provided for in this Agreement and as permitted by law, or (3) to the extent that any amounts paid by the Company to a Member upon the Company's acquisition of any Membership Interest may be considered as such by law.

SECTION 2.4 RIGHTS OF MEMBERS ERROR! BOOKMARK NOT DEFINED.. In addition to the other rights specified herein, each Member shall have the right to: (a) have the Company's books and records kept at the principal place of business of the Company and at all reasonable times to inspect and copy any of them at such Member's sole expense; (b) have on demand true and full information of all things affecting the Company and a formal account of Company affairs whenever circumstances render it just and reasonable; and (c) exercise all rights of a member under the Act (except, in all of the foregoing cases, to the extent otherwise specifically provided herein). Notwithstanding the foregoing or any other provision of this Agreement, the Managers may limit the inspection and copying of, and other access to (i) information received by the Company which is subject to a confidentiality agreement, (ii) information on any prospective or potential acquisition, operation or business, (iii) seismic, geological and other similar information, and (iv) other information which the Managers determine should not be made

available to any Member.

SECTION 2.5 NONLIABILITY OF MEMBER. No Member shall be liable for the debts, liabilities, contracts or other obligations of the Company except to the extent of any unpaid Capital Contributions, if any, that a Member has agreed to make to the Company and such Member's share of the assets (including undistributed revenues) of the Company; and in all events, a Member shall be liable and obligated to make payments of its Capital Contributions only as and when such payments are due in accordance with the terms of this Agreement, and a Member shall not be required to make any loans to the Company. The Company shall indemnify and hold each Member harmless in the event such Member (a) becomes liable for any debt, liability, contract or other obligation of the Company except to the extent expressly provided in the preceding sentence or (b) is directly or indirectly required to make any payments with respect thereto.

SECTION 2.6 MEETINGS. Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, the Certificate of Formation or this Agreement, may be called by the Managers or those Members representing a majority of the Membership Interests then outstanding. Any business as may properly be brought before the meeting may be conducted at a meeting of the Members.

SECTION 2.7 PLACE OF MEETINGS; CHAIRMAN. Meetings shall be held at the Company's principal place of business or at such other places, within or without the State of Delaware, as may from time to time be fixed by the Managers.

SECTION 2.8 NOTICE OF MEETINGS. Written or printed notice stating the place, date and time of each meeting of the Members shall be delivered not less than three nor more than 60 days before the date of the meeting, by or at the direction of the Person(s) calling the meeting, to each Member entitled to vote at the meeting.

SECTION 2.9 QUORUM OF MEMBERS. The holders of a majority of the Membership Interests then outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite to and shall constitute a quorum at each meeting of Members for the transaction of business, except as otherwise provided by statute or the Certificate of Formation. Unless otherwise provided in the Certificate of Formation, the Members represented in person or by proxy at a meeting of Members at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the holders of a majority of the Membership Interests represented in person or by proxy at that meeting. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally convened. Unless otherwise provided in the Certificate of Formation, once a quorum is present at a meeting of Members, the Members represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any Member represented in person or by proxy, or the refusal of any Member represented in person or by proxy to vote, shall not affect the presence of a quorum at the meeting.

SECTION 2.10 ACTION AND VOTING BY MEMBERS.

(a) With respect to any matter other than those matters set forth in Section 2.10(b) below or a matter for which the affirmative vote of the holders of a specified portion of the Membership Interests entitled to vote is required by statute or the Certificate of Formation (in which case the vote of the holders of such specified portion of the Membership Interests shall be requisite to constitute the act of the Members), the affirmative vote of Members holding a majority of the Membership Interests then outstanding shall be the act of the Members.

(b) With respect to any of the matters set forth below in this Section 2.10(b), the affirmative vote of Members holding at least 75% of the Membership Interests then outstanding shall be the act of the Members with respect to the authorization or approval of each of the following matters:

(i) any merger or consolidation of the Company with or into another Person or any share or Membership Interest exchange between the Members and another Person;

(ii) any sale, transfer or lease of all or substantially all of the assets of the Company to another Person;

(iii) any action by the Company to initiate the dissolution, liquidation or winding up of the business and affairs of the Company or the termination of its existence as a separate legal entity;

(iv) any action by the Company to file a voluntary petition in bankruptcy or for reorganization or for the adoption of an arrangement under Title 11 of the United States Code (or any corresponding provision or provisions of succeeding law) or an admission seeking the relief therein provided or the taking of similar action under the laws of any state or local jurisdiction or otherwise consenting to the appointment of a receiver for all or a substantial part of the Company's property;

(v) any action to bind or obligate the Company with respect to any matter outside the scope of the Company's business; or.

(vi) any other action described in this Agreement that requires the consent of the Members pursuant to this Section 2.10(b).

(c) At any meeting of the Members, every Member having the right to vote shall be entitled to vote either in person or by proxy executed in writing by such Member. A telegram, telex, cablegram, email or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member, shall be treated as an execution in writing for purposes of this Section 2.10. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Each proxy shall be delivered to the Managers prior to or at the time of the meeting of Members.

(d) Each Member's percentage voting power shall be in proportion to its respective Membership Interest.

SECTION 2.11 ACTION WITHOUT A MEETING. Any action required by the Act to be taken at any meeting of Members, or any action that may be taken at any meeting of Members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not fewer than the minimum number of Membership Interests that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted. Any such writing or writings shall be filed with the minutes of proceedings of the Members. A telegram, telex, cablegram, email or similar transmission by a Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member, shall be regarded as signed by the Member for purposes of this Section 2.11. The Secretary of the Company shall promptly send copies of all such writings that effect actions by the Members to each of the Members.

SECTION 2.12 TELEPHONE MEETINGS. Subject to the provisions of applicable law and this Agreement regarding notice of meetings, Members may participate in and hold a meeting by using conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 2.12 shall constitute presence in person at such meeting, except when a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

SECTION 2.13 CONFIDENTIALITY. Each Member recognizes and acknowledges that the Company's trade secrets and other confidential or proprietary information, as they may exist from time to time, are valuable, special and unique assets of the Company's business. Accordingly, during the term of the Company's existence and for the two years subsequent to the term of the Company's existence or the two years subsequent to a Member's withdrawal from the Company, such Member shall hold in strict confidence and shall not, directly or indirectly, disclose or reveal to any Person, or use for its own personal benefit or for the benefit of anyone else, any trade secrets, seismic information, geological and geophysical information, confidential dealings or other confidential or proprietary information of any kind, nature or description (whether or not acquired, learned, obtained or developed by such Member alone or in conjunction with others) belonging to or concerning the Company, or any of its customers or clients or others with whom they now or hereafter have a business relationship, except (i) in the course of the proper performance of a Member's duties hereunder or (ii) as required by applicable law or legal process. Each Member confirms (i) that all such information constitutes the exclusive property of the Company and (ii) the survival of the provisions of this Section 2.13 for the period subsequent to the term of the Company's existence or the withdrawal of such Member from the Company.

ARTICLE III

ALLOCATIONS AND DISTRIBUTIONS

SECTION 3.1 ALLOCATION OF PROFITS AND LOSSES. The Members shall share Company Net Profit and Net Loss and all related items of income, gain, loss, deduction and credit for U.S. Federal income tax and all other purposes as follows:

(a) For any Fiscal Year in which the Company has Net Profit, such Net Profit shall be allocated between the Members in proportion to their Membership Interests.

(b) For any Fiscal Year in which the Company has Net Loss, such Net Loss shall be allocated between the Members in proportion to their Membership Interests.

(c) The Managers shall make the foregoing allocations as of the last day of each Fiscal Year; provided that if during any Fiscal Year of the Company there is a change in a Member's interest in the Company, the Managers shall make the foregoing allocations as of the date of each such change in a manner that takes into account the varying interests of the Member and in a manner the Managers reasonably deem appropriate.

SECTION 3.2 DISTRIBUTIONS. The Managers may cause the Company to make

Distributions of funds of the Company that the Managers reasonably determine are not needed for the payment of existing or foreseeable Company obligations and expenditures to the Members at such times and in such amounts as the Managers determine to be appropriate. All nonliquidating Distributions or dividends (i.e., those other than Distributions made pursuant to Section 7.2 of this Agreement) shall, in the absence of the consent of the Members pursuant to Section 2.10(b), be made only in proportion to the Members' respective Membership Interests.

ARTICLE IV

MANAGEMENT

SECTION 4.1 MANAGEMENT OF THE COMPANY. The initial Member hereby appoints the following persons to serve as the initial Managers of the Company: Bruce B. Selkirk, III, Charley W. Dein and Lynn C. Meibos. The powers of the Company shall be exclusively exercised by and under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction of, the Managers of the Company. The Managers shall have the power and authority to do or cause to be done any and all acts deemed by the Managers to be necessary or appropriate to conduct the business of the Company, including the authority to bind the Company in making contracts and incurring obligations in the Company's name in the course of the Company's business, without obtaining the consent of the Members. The Managers shall, subject to the provisions of this Agreement and the availability of cash funds of the Company, use reasonable efforts to implement the Company's then applicable business plan, and, subject to the provisions of this Agreement, shall have all right, power and authority to do so. The Managers shall act by the consent or approval, as applicable, of a majority of the Managers.

SECTION 4.2 DUTIES AND SERVICES OF A MANAGER. Each Manager shall comply in all respects with the terms of this Agreement. In the conduct of the business and operations of the Company, each Manager shall (a) use reasonable good faith efforts to cause the Company (i) to comply with the terms and provisions of all agreements to which the Company is a party or to which its properties are subject, (ii) to comply with all applicable laws to which the Company is subject and (iii) to obtain and maintain all licenses, permits, franchises and other governmental authorizations necessary with respect to the ownership of Company properties and the conduct of the Company's business and operations and (b) attend to other day-to-day affairs of the Company. Managers shall be obligated to perform the duties, responsibilities and obligations of a Manager hereunder only to the extent that funds of the Company are available therefor.

SECTION 4.3 RELIANCE BY MANAGER. Consistent with each Manager's duties and responsibilities as Manager hereunder, each Manager may rely and shall be protected in acting or refraining from acting upon any certificate, instrument, opinion, report, notice, request, consent, order, bond, debenture or other substantially similar third party paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. Consistent with such Manager's duties and responsibilities as Manager hereunder, Managers may consult with legal counsel (which may include legal counsel who are employees of such Manager), and third party accountants, appraisers, management consultants, engineers and other consultants and advisers reasonably selected by it. No Manager shall have liability for any action taken or suffered or omitted hereunder in good faith and in reasonable reliance upon, and in accordance with, the opinion of any such persons as to matters within such person's professional or expert competence.

SECTION 4.4 AUTHORITY OF MANAGERS. The Managers shall not have the authority or power to act as agent for or on behalf of the Company or any other Manager or Member, to do any act which would be binding on the Company or any other Manager or Member, to incur any expenditures on behalf of or for the Company, or to execute, deliver and perform any agreements, acts, transactions or other matters on behalf of the Company unless specifically authorized by a resolution duly adopted by a majority of the Managers.

SECTION 4.5 NUMBER AND QUALIFICATIONS OF MANAGERS. There shall be three initial Managers of the Company, which number may be increased or decreased from time to time by the vote or consent of the Members holding a majority of the Membership Interests then outstanding. No decrease in the number of Managers shall have the effect of shortening the term of any incumbent Manager unless the Members holding a majority of the Membership Interests then outstanding otherwise agree. None of the Managers need be Members of the Company or residents of the State of Delaware.

SECTION 4.6 ELECTION AND TERM OF SERVICE. At the date hereof, the initial Managers of the Company are as stated in this Section 4.1. Each Manager elected shall serve as Manager until a successor shall have been elected by the Members holding a majority of the Membership Interests then outstanding or until such Manager's earlier death, resignation, retirement, disqualification or removal in accordance with this Agreement.

SECTION 4.7 REMOVAL; FILLING OF VACANCIES. Any or all of the Managers may be removed, either for or without cause, at any meeting of the Members called expressly for that purpose, by the affirmative vote of those Members holding a majority of the Membership Interests then

outstanding. Any vacancy occurring among the Managers resulting from the death, resignation, retirement, disqualification or removal from office of any Manager, as the result of an increase in the number of Managers, or otherwise, may be filled by a person or persons designated in writing by all the Members.

SECTION 4.8 PLACE OF MEETINGS; CHAIRMAN. Meetings of the Managers, either regular or special, may be held either within or without the State of Delaware. The Managers may designate one of the Managers to serve as the Chairman of the Managers. The Chairman of the Managers, if one has been designated by the Managers, shall preside when present at meetings of the Managers.

SECTION 4.9 REGULAR MEETINGS. Regular meetings of the Managers, of which no notice shall be necessary, shall be held at such times and places as may be fixed from time to time by resolution adopted by the Managers. Except as otherwise provided by statute or this Agreement, any and all business may be transacted at any regular meeting.

SECTION 4.10 SPECIAL MEETINGS. Special meetings of the Managers may be called by any Manager or the President of the Company on not less than twenty-four (24) hours' notice to each Manager, either personally or by telegram, telephone, telefax or similar communication. Only business within the purpose or purposes described in the notice of special meeting of Managers may be conducted at the meeting.

SECTION 4.11 QUORUM OF AND ACTION BY MANAGERS. At all meetings of the Managers, the presence of a majority of the number of Managers fixed by or in the manner provided in this Agreement shall be necessary to constitute a quorum for the transaction of business, except as otherwise provided by statute. The act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers unless the act of a greater number is required by statute or this Agreement. If a quorum shall not be present at any meeting of the Managers, the Managers present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting any business may be transacted that might have been transacted at the meeting as originally convened.

SECTION 4.12 ACTION WITHOUT A MEETING. Unless otherwise restricted by this Agreement, any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting, if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Managers.

SECTION 4.13 TELEPHONE MEETINGS. Subject to the provisions of applicable law and this Agreement regarding notice of meetings, the Managers may participate in and hold a meeting of Managers by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

SECTION 4.14 COSTS AND EXPENSES. Subject to the other express provisions of this Agreement, all costs and expenses reasonably incurred in the Company's business shall be paid from Company funds, including costs of preparing Company tax returns, costs of reports to Members, reasonable outside legal costs, interest expense, general and administrative expenses, operating expenses, marketing costs, taxes and other costs and expenses of the Company. In conducting the business and operations of the Company, a Manager may use its own or its Affiliates' personnel (including consultants retained by such Manager or its Affiliates), properties and equipment; provided that any such services, properties or equipment utilized by such Manager on behalf of the Company shall be for such consideration and on such terms and conditions that are no less favorable than those available from third parties and that such Manager determines in good faith to be in the best interests of the Company.

SECTION 4.15 MANAGER'S COMPENSATION. The Manager shall not receive or be entitled to receive any compensation from the Company for its service as such. Nothing herein contained shall be construed to preclude the Manager or its Affiliates from serving the Company in any other capacity and receiving compensation therefore.

SECTION 4.16 INTERESTED MEMBERS, MANAGER AND OFFICERS; OUTSIDE ACTIVITIES.

(a) No contract or transaction between the Company and one or more of its Members, Managers or officers or between the Company and any other corporation, partnership, association, or other organization in which one or more of its Members, Managers or officers are shareholders, partners, members, directors, managers or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Member, Manager or officer is present at or participates in the meeting of the Members or the determination of the Managers, as the case may be, that authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if, in addition to any other requirement for approval set forth in this Agreement:

(1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Managers, and

a majority of the Managers in good faith authorize the contract or transaction; or (2) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of Members holding not less than a majority of the outstanding Membership Interests of the Company; or (3) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Managers or the Members. Interested Members may be counted in determining the presence of a quorum at a meeting of the Members that authorizes the contract or transaction.

(b) Subject to the other express provisions of this Agreement, any Manager may engage in and possess interests in other business ventures of any and every type and description, independently or with others, and neither the Company nor any of its Members shall have any right, title or interest in or to such independent ventures. No Manager shall by virtue of this Agreement have an obligation to offer any such business activity or venture to the Company. No Manager shall by virtue of this Agreement have any duty to refrain from engaging in, nor any duty to offer to the Company, any business opportunity of such Manager regardless of the scope of the Company's activities.

SECTION 4.17 TIME DEVOTED TO COMPANY. Each Manager shall devote such time to Company business as he deems necessary to manage, supervise and conduct Company business and affairs in an efficient manner; but nothing in this Agreement shall preclude, subject to any approval requirements set forth in this Agreement, the employment of any officer, employee, agent, third party, or affiliate to manage or provide other services with respect to the Company's assets or business as the Managers shall determine.

SECTION 4.18 LIABILITY OF MANAGER. No Manager shall be liable for the debts, liabilities, contracts or other obligations of the Company.

ARTICLE V

OFFICERS

SECTION 5.1 OFFICERS. The Managers may designate one or more individuals to serve as officers of the Company. The Company shall have such officers as the Managers may from time to time determine, which officers may (but need not) include a President, one or more Vice Presidents (and in case of each such Vice President, with such descriptive title, if any, as the Managers deem appropriate), a Secretary, a Treasurer and one or more Assistant Secretaries and Assistant Treasurers. Any two or more offices may be held by the same person.

SECTION 5.2 COMPENSATION. The compensation, if any, of all officers of the Company shall be fixed from time to time by the Managers. The Managers may from time to time delegate to the President the authority to fix the compensation of any or all of the other officers of the Company.

SECTION 5.3 TERM OF OFFICE; REMOVAL; FILLING OF VACANCIES. Each officer of the Company shall hold office until his successor is chosen and qualified in his stead or until his earlier death, resignation, retirement, disqualification or removal from office. Any officer designated by the Managers may be removed at any time by the Managers whenever in their judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Designation of an officer shall not of itself create contract rights. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Managers.

SECTION 5.4 PRESIDENT. The President, if one is designated by the Managers, shall be the chief executive officer of the Company and, subject to the provisions of this Agreement, shall have general supervision of the affairs of the Company and shall have general and active control of all its business. Except as otherwise provided by statute, the Certificate of Formation or this Agreement, the President shall have power and general authority to execute bonds, deeds and contracts in the name of the Company; to cause the employment or appointment of such employees and agents of the Company as the proper conduct of operations may require and to fix their compensation; to remove or suspend any employee or agent who shall have been employed or appointed under his authority or under authority of an officer subordinate to him; to suspend for cause, pending final action by the authority that shall have elected or appointed him, any officer subordinate to the President; and in general to exercise all the powers usually appertaining to the office of president of a corporation. In the event of the absence or disability of the President, his duties shall be performed and his powers may be exercised by such other officers of the Company as shall be determined by the Managers.

SECTION 5.5 VICE PRESIDENTS. Each Vice President that is designated by the Managers shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Managers. The Managers may from time to time appoint certain Vice Presidents who may have special designations, such as "Senior Vice President", "Vice President - Operations" and the like. Vice Presidents having such special designations shall have such powers and perform such duties

and services as shall from time to time be prescribed or delegated by the President or the Managers.

SECTION 5.6 SECRETARY AND ASSISTANT SECRETARIES. The Managers shall designate the Secretary of the Company, who shall attend all meetings of the Members, shall see that notice is given of all meetings of the Members and shall keep and attest true records of all proceedings at all meetings of the Members. The Secretary shall have authority to attest any and all instruments or writings on behalf of the Company. The Secretary shall keep and account for all books, documents, papers and records of the Company except those for which some other officer or agent is properly accountable. The Secretary shall generally perform all duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, his duties shall be performed and his powers may be exercised by the Assistant Secretaries of the Company, in the order of their seniority, unless otherwise determined by the President, the Secretary or the Managers. Each Assistant Secretary that is appointed by the Managers shall generally assist the Secretary and shall have such powers and perform such duties as shall from time to time be prescribed or delegated to him by the Secretary, the President or the Managers.

SECTION 5.7 TREASURER AND ASSISTANT TREASURERS. The Treasurer, if one is designated by the Managers, shall supervise the books of account of the Company and their arrangement and classification. The Treasurer shall have the care and custody of all monies, funds and securities of the Company; shall deposit or cause to be deposited all such funds in and with such depositories as the Managers shall from time to time direct or as shall be selected in accordance with procedures established by the Managers; and shall advise upon all terms of credit granted by the Company. He shall have the power to endorse for deposit or collection or otherwise all checks, drafts, notes, bills of exchange and other commercial paper payable to the Company and to give proper receipts or discharges for all payments to the Company. The Treasurer shall generally perform all duties usually appertaining to the office of treasurer of a corporation. In the absence or disability of the Treasurer, his duties shall be performed and his powers may be exercised by the Assistant Treasurers of the Company, if any, in the order of their seniority, unless otherwise determined by the President, the Treasurer or the Managers. Each Assistant Treasurer appointed by the Managers shall generally assist the Treasurer and shall have such powers and perform such duties as shall from time to time be prescribed or delegated to him by the Treasurer, the President or the Managers.

SECTION 5.8 ADDITIONAL POWERS AND DUTIES. In addition to the foregoing especially enumerated duties, services and powers, the several officers of the Company shall perform such other duties and services and exercise such further powers as may be provided by statute, the Certificate of Formation or this Agreement, or as the Managers may from time to time determine or as may be assigned to them by any competent superior officer.

SECTION 5.9 LIMITATIONS ON POWERS AND DUTIES OF OFFICERS. Notwithstanding the foregoing especially enumerated duties, services and powers, the several officers of the Company shall not have the power and authority to cause the Company to take any action that requires the approval of the Members pursuant to Section 2.10 unless the Members have specifically approved such action.

ARTICLE VI

ACCOUNTING AND TAX MATTERS; BANKING; REPORTS

SECTION 6.1 BOOKS AND RECORDS; CAPITAL ACCOUNTS. (a) The Managers shall maintain or cause the Company to maintain books and records as required and in accordance with Section 18-305 of the Act, and shall make or cause to be made such records available to the Members upon request thereby. All requests made by Members pursuant to this Section 6.1 shall be directed to the Secretary of the Company at the Company's principal place of business. The Managers and officers of the Company shall keep books of account for the Company in accordance with generally accepted accounting principles consistently applied in accordance with the terms of this Agreement and, to the extent inconsistent therewith, in accordance with federal income tax accounting rules as provided in this Agreement.

(b) An individual capital account (a "Capital Account") shall be maintained by the Company for each Member as provided below:

(i) Each Member's Capital Contributions when made shall be credited to such Member's Capital Account. The Capital Account of each Member shall, except as otherwise provided herein, be (A) credited with the amount of any cash contributed to the Company by such Member; (B) credited with the fair market value of any property contributed to the Company by such Member (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Internal Revenue Code), (C) credited with the amount of any item of taxable income or gain and the amount of any item of income or gain exempt from tax allocated to such Member for federal income tax purposes, (D) debited by the amount of any item of deduction or loss allocated to such Member for federal income tax purposes, (E) debited by such Member's allocable share of expenditures described in Section 705(a)(2)(B) of the Internal Revenue Code, and (F) debited by the amount of cash or the fair market value

of any property distributed to such Member (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Internal Revenue Code).

(ii) Any adjustments of basis of Company property provided for under Sections 734 and 743 of the Internal Revenue Code and comparable provisions of state law (resulting from an election under Section 754 of the Internal Revenue Code or comparable provisions of state law) shall not affect the Capital Accounts of the Members, except to the extent required by Treasury Regulation Section 1.704-1(b)(2)(iv)(m), and the Members' Capital Accounts shall be debited or credited pursuant to the terms of this Section 6.1(b) as if no such election had been made.

(iii) Capital Accounts shall be adjusted, in a manner consistent with this Section 6.1(b), to reflect any adjustments in items of Company income, gain, loss or deduction that result from amended returns filed by the Company or pursuant to an agreement by the Company with the Internal Revenue Service or a final court decision.

(iv) In the case of property contributed to the Company by a Member, the Members' Capital Accounts shall be debited or credited in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g) for items of depreciation, cost recovery, amortization, and gain or loss with respect to such property computed in the same manner as such items would be computed if the adjusted tax basis of such property were equal to its fair market value on the date of the contribution of the property to the Company, in lieu of the adjustments to the Capital Accounts otherwise provided in this Section 6.1(b) for such items.

(v) It is the intention of the Members that the Capital Accounts of each Member be kept in the manner required under Treasury Regulation Section 1.704-1(b)(2)(iv). To the extent any additional adjustment to the Capital Accounts is required by such Regulation, the Manager is hereby authorized to make such adjustment after notice to the Members.

SECTION 6.2 TAX RETURNS. The Managers shall prepare or cause to be prepared and timely file all federal, state and local income and other tax returns and reports as may be required as a result of the business of the Company. Within 90 days after the end of each Fiscal Year of the Company, the Company shall cause to be delivered to each Member information pertaining to the Company and its operations for the previous Fiscal Year that is necessary for the Members to accurately prepare their respective federal and state income tax returns for such Fiscal Year.

SECTION 6.3 TAX MATTERS MEMBER. The initial Member is hereby appointed and designated as the tax matters member for the Company under Section 6231 of the Internal Revenue Code, and if such Member for any reason becomes unable or unwilling to serve as such, the Managers shall appoint another Member as the tax matters Member of the Company under Section 6231 of the Internal Revenue Code (in either case, the "TMP"). The TMP is authorized to take such actions and to execute and file all statements and forms on behalf of the Company that may be permitted or required by the applicable provisions of the Internal Revenue Code or Treasury Regulations issued thereunder. The TMP shall have full and exclusive power and authority on behalf of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Such power and authority shall include the power and authority to extend the statute of limitations, file a request for administrative adjustment and file suit concerning any Company tax matter. Any settlement agreement proposed, or to be proposed, relating to any Company tax matter, however, must be approved by the Manager before being offered or accepted (as the case may be) by the TMP. The TMP also shall take such action as may be necessary to cause the other Members to become "notice partners" within the meaning of Section 6223 of the Internal Revenue Code.

SECTION 6.4 TAX ELECTIONS. The Managers shall make such elections on behalf of the Company with respect to federal, state and local tax matters as the Managers shall determine from time to time.

SECTION 6.5 TAX CHARACTERIZATION. The Members intend that the Company be characterized and treated as a partnership for, and solely for, U.S. federal, state and local income tax purposes. For such purpose, (i) the Company shall be subject to all the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code, and (ii) all references to a "Partner," to "Partners" and to the "Partnership" in the provisions of the Code and Treasury Regulations cited in this Agreement shall be deemed to refer to a Member, Members and the Company, respectively. Neither the Company, the Manager nor any Member shall file an election to classify the Company as an association taxable as a corporation for federal income tax purposes.

SECTION 6.6 BANK ACCOUNTS; INVESTMENT OF COMPANY FUNDS. The Managers shall cause one or more accounts to be maintained in the name of the Company in one or more banks, which accounts shall be used for the payment of expenditures incurred by or on behalf of the Company and in which shall be deposited all funds and receipts of the Company. All amounts shall be and remain the property of the Company and shall be received, held and disbursed by the Managers or the officers for the purposes specified in this Agreement. There shall not be

deposited in any of such accounts any funds other than funds belonging to the Company, and no other funds shall in any way be commingled with such funds. The Managers may invest the Company funds in any manner that the Managers deem appropriate.

SECTION 6.7 SIGNATURE OF NEGOTIABLE INSTRUMENTS. All bills, notes, checks or other instruments for the payment of money shall be signed or countersigned by such Manager, officer, officers, agent or agents, and in such manner, as are permitted by this Agreement and as from time to time may be prescribed (whether generally or specifically) by the Managers.

SECTION 6.8 RECORDS. The Company shall keep or cause to be kept appropriate books and records in accordance with the Act with respect to the Company's business, which books and records shall at all times be kept at the principal office of the Company. Without limiting the foregoing, the Company shall keep at its principal office the following: (a) a current list of the full name and the last known street address of the Managers and each Member; (b) a copy of the Certificate of Formation and this Agreement and all amendments thereto; and (c) such other documents with respect to the Company's business as the Manager may reasonably determine.

SECTION 6.9 REPORTS. The Company shall deliver to the Members such financial statements, reports and other information as the Managers shall determine from time to time or as any Member may reasonably request.

ARTICLE VII

DISSOLUTION, LIQUIDATION AND TERMINATION

SECTION 7.1 DISSOLUTION. The Company shall be dissolved upon the occurrence of any of the following:

- (a) The unanimous consent in writing of the Members.
- (b) The sale, lease or other disposition of all or substantially all of the assets of the Company.
- (c) The occurrence of any event that makes it unlawful for the business of the Company to be continued.
- (d) The sale of all of the outstanding Membership Interests of the Company, unless within 90 days after such event the purchasers owning a majority-in-interest (within the meaning of Treasury Regulation Section 301.7701-2(b)) give their written consent to continue the business of the Company on the same terms and conditions provided in this Agreement by forming a new limited liability company on terms identical to those set forth in this Agreement.

SECTION 7.2 LIQUIDATION AND TERMINATION. Upon dissolution of the Company, the Members shall appoint in writing one or more liquidators who shall have full authority to wind up the affairs of the Company and make final distribution as provided herein. The liquidator shall continue to operate the Company properties with all of the power and authority of a Manager. The steps to be accomplished by the liquidator are as follows:

- (a) As promptly as possible after dissolution, the liquidator shall cause a proper accounting to be made of the Company's assets, liabilities and operations through the end of the day on which the dissolution occurs or the final liquidation is completed, as appropriate.
- (b) The liquidator shall sell such of the assets of the Company as may be sold on reasonable terms and pay all of the debts and liabilities of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision therefor (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine). After making payment or provision for all debts and liabilities of the Company, each Member's Capital Account shall then be adjusted by (i) assuming the sale of any remaining assets of the Company for cash at their respective fair market values (as determined by an appraiser selected by the liquidator) as of the date of dissolution of the Company and (ii) debiting or crediting the Member's Capital Account with its respective share of the hypothetical gains or losses resulting from such assumed sales in the same manner as such Capital Account would be debited or credited for gains or losses on actual sales of such assets. The liquidator shall then by payment of cash or property (valued as of the date of dissolution of the Company at its fair market value by the appraiser selected in the manner provided above) make Distributions to the Members of such amounts as are required to pay the positive balances of their respective Capital Accounts. Such a Distribution shall be in cash or in kind as determined by the liquidator. Any Distribution in kind, to the extent possible in complying with the foregoing provisions of this subsection (b), shall be made to each Member in proportion to its Membership Interest in the assets so distributed. Notwithstanding the foregoing provisions of this subsection (b) to the contrary, however, if a Member so elects by notice in writing delivered to the liquidator, the liquidator shall not sell such Member's interest in the assets and property of the Company and instead shall distribute all of such interest, subject to such Member's share

of any Company obligations, to such Member in kind. Any Distribution to the Members in liquidation of the Company shall be made by the later of the end of the taxable year in which the liquidation occurs or ninety (90) days after the date of such liquidation. For purposes of the preceding sentence, the term "liquidation" shall have the same meaning as set forth in Treasury Regulation Subsection 1.704-1(b)(2)(ii) as in effect at such time.

(c) No Member shall be obligated to restore a negative balance in its Capital Account at any time.

(d) Except as expressly provided herein, the liquidator shall comply with any applicable requirements of the Act, including Sections 18-803 and 18-804 thereof, and all other applicable laws pertaining to the winding up of the affairs of the Company and the final Distribution of its assets.

(e) The Distribution of cash and/or property to the Members in accordance with the provisions of this Section 7.2 shall constitute a complete return to the Members of their Capital Contributions and a complete Distribution to the Members of their interest in the Company and all Company property, save and except for any contingent future interest that the Members may have in any cash or property placed in an escrow fund to satisfy contingent liabilities that ultimately is not used therefor.

ARTICLE VIII

RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS

SECTION 8.1 RESTRICTIONS ON TRANSFER. No Member or any assignee of any Member, as the case may be, shall sell, transfer, assign, hypothecate, make gifts of, or in any manner dispose of, encumber, or alienate ("Transfer") any Membership Interest, or any right or interest therein, without the prior written consent of the other Members, the granting or denying of which shall be in such other Members' sole discretion. Any such attempted Transfer not permitted hereunder shall be null and void AB INITIO.

SECTION 8.2 INVOLUNTARY ASSIGNMENT BY MEMBER. In the event that a Member's Membership Interest is taken or disturbed by levy, foreclosure, charging order, execution or similar proceeding, the assignee of a Member's Membership Interest shall be entitled to no more than to receive distributions subject to the provisions of this Agreement, and profits and losses attributable to the Member's Membership Interest in the Company in accordance with this Agreement and in no event shall such assignee have the right to interfere with the management or administration of the Company business or affairs or to become a substitute Member.

SECTION 8.3 ASSIGNEE'S TAX LIABILITY. An assignee of any Membership Interest shall receive the federal and all relevant state Forms K-1 and report all income and loss on his, her or its income tax returns each year in accordance the Rev. Rul. 77-137, 1977-1 C.B. 178.

SECTION 8.4 SPECIFIC PERFORMANCE. Each of the parties to this Agreement acknowledges that it shall be impossible to measure in money the damage to the Company or the Member(s), if any of them or any transferee of any party hereto fails to comply with any of the restrictions or obligations imposed by this Article VIII, that every such restriction and obligation is material, and that in the event of any such failure, the Company or the Member(s) shall not have an adequate remedy at law or in damages. Therefore, each Member consents to the issuance of an injunction or the enforcement of other equitable remedies against such Member at the suit of an aggrieved party without the posting of any bond or other security, to compel specific performance of all of the terms of this Article VIII and to prevent any disposition of Membership Interests in contravention of any terms of this Article VIII, and waives any defenses thereto, including the defenses of: (i) failure of consideration; (ii) breach of any other provision of this Agreement; and (iii) availability of relief in damages.

SECTION 8.5 MEMBERS OF RECORD; RELATED MATTERS. The Company, its Managers, and officers will be entitled to consider the owner of any Membership Interest as set forth in the books and records of the Company as the absolute owner thereof for all purposes. Neither the Company nor its Managers or officers will incur any liability for Distributions of cash or other property made in good faith to the owner of a Membership Interest until such time as a written assignment of such Membership Interest has been received and accepted by the Company and such assignment has been recorded in the books and records of the Company and upon surrender to and cancellation of the certificate for such Membership Interest, accompanied by an assignment or transfer by the Member. In no event will any purported Transfer of any Membership Interest, by operation of law or otherwise, require the Company or its Managers or officers to account to more than one Person with respect to such transferred Membership Interest. In the event of a permitted Transfer of a Membership Interest by a Member, allocations between the assignor and assignee of deductions, credits and income of the Company for federal, state and local income tax purposes shall be based on the portion of the year during which the assignor and assignee each owned such Membership Interest.

EXCULPATION AND INDEMNIFICATION

SECTION 9.1 EXCULPATION. No Manager, nor any officer of the Company or any Member, shall be liable, responsible, or accountable in damages or otherwise to the Company or any Member by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, the Company, except to the extent that any of the foregoing is determined, by a final, nonappealable order of a court of competent jurisdiction (or by any other means approved by the Managers) to have been primarily caused by any Cause of such person; provided that if the Cause of any person claiming exculpation shall consist of a conviction of or plea of no contest to a felony, then such person shall not be entitled to exculpation unless it is determined, by final, nonappealable order of a court of competent jurisdiction (or by any other means approved by the Managers) that exculpation should be granted in whole or part or that such Cause was not the primary cause of any of the matters for which exculpation is being sought. THE MEMBERS RECOGNIZE THAT THIS PROVISION SHALL RELIEVE ANY SUCH PERSON FROM ANY AND ALL LIABILITIES, OBLIGATIONS, DUTIES, CLAIMS, ACCOUNTS AND CAUSES OF ACTION WHATSOEVER ARISING OR TO ARISE OUT OF ANY ORDINARY NEGLIGENCE BY ANY SUCH PERSON.

SECTION 9.2 INDEMNIFICATION.

(a) Indemnitees and Indemnifiable Claims. The Company shall indemnify and hold harmless (i) any Manager, (ii) any Member, (iii) any Affiliate of any Manager or any Member, or (iv) any officer, director, employee, agent, stockholder, member or partner of the Company, a Member or any of its Affiliates (each, an "Indemnitee"), from and against any claim, loss, damage, liability, or reasonable expense (including reasonable attorneys' fees, court costs, and costs of investigation and appeal) suffered or incurred by any such Indemnitee by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, the Company, except to the extent any of the foregoing (A) is determined by final, nonappealable order of a court of competent jurisdiction (or by any other means approved by the Managers) to have been primarily caused by any Cause of such person or (B) is suffered or incurred as a result of any claim (other than a claim for indemnification under this Agreement) asserted by the Indemnitee as plaintiff against the Company; provided that if (for purposes of clause (A) immediately above) the Cause of any person claiming indemnification shall consist of a conviction of or plea of no contest to a felony, then such person shall not be entitled to indemnification unless it is determined, by final, nonappealable order of a court of competent jurisdiction (or by any other means approved by the Manager), that indemnification should be granted in whole or part or that such Cause was not the primary cause of any of the matters for which indemnification is being sought. THE MEMBERS RECOGNIZE THAT SUCH INDEMNITEE SHALL BE ENTITLED TO INDEMNIFICATION FROM ACTS OR OMISSIONS THAT MAY GIVE RISE TO NEGLIGENCE.

(b) Advancement of Expenses. Unless a determination has been made (by final, nonappealable order of a court of competent jurisdiction or by any other means approved by the Managers) that indemnification is not required, the Company shall, upon the request of any Indemnitee and except for any claim of the type described in clause (B) of Section 9.2(a) of this Agreement, advance or promptly reimburse such Indemnitee's reasonable costs of investigation, litigation, or appeal, including reasonable attorneys' fees; provided that the affected Indemnitee shall, as a condition of such Indemnitee's right to receive such advances and reimbursements, undertake in writing to promptly repay the Company for all such advancements or reimbursements if a court of competent jurisdiction determines, by final, nonappealable order (or by any other means approved by the Managers), that such Indemnitee is not then entitled to indemnification under this Section 9.2. The written undertaking described in the immediately preceding sentence to repay the amount paid or reimbursed to an Indemnitee by the Company must be an unlimited general obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment.

(c) Insurance and Other Sources of Indemnification. The Managers may cause the Company to purchase and maintain insurance, at the expense of the Company and to the extent available at commercially reasonable rates, for the protection of the Indemnitee described under Section 9.2(a) of this Agreement. All payments that the Company is obligated to make to any Indemnitee in respect of any indemnifiable claim under Sections 9.2(a) or 9.2(b) of this Agreement shall be reduced by all payments made to such Indemnitee in respect of such claim under any such insurance policy purchased and maintained by the Company or under any other indemnification agreement or other arrangement provided for the protection of such Indemnitee. Without limiting the power of the Company to purchase, procure, establish or maintain any kind of insurance or other arrangement, the Company may, for the benefit of persons indemnified by the Company, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Company; or (4) establish a letter of credit, guaranty or surety arrangement. The insurance or other arrangement may be purchased, procured, maintained or established within the Company or with any insurer or

other person deemed appropriate by the Managers regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Company. In the absence of fraud, the judgment of the Managers as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject any Manager to liability, on any ground, regardless of whether such Manager is a beneficiary of the insurance or arrangement.

(d) Settlements. Notwithstanding Section 9.2(a) of this Agreement, the Company shall not be obligated to make any indemnification payment to any Indemnitee in respect of any settlement unless such settlement shall have been approved (i) by a Manager in writing or (ii) by final, nonappealable order of a court of competent jurisdiction (or by any other means approved by a Manager).

(e) Source of Funds. The indemnification provided by this Section 9.2 shall be made and shall be recoverable by the Indemnitee only out of the tangible net assets of the Company and not from the Members.

SECTION 9.3 REPORT TO MEMBERS. Any indemnification of or advance of expenses to any person in accordance with this Article or the provisions of any statute shall be reported in writing to the Members within the three-month period immediately following the date of the indemnification or advance.

SECTION 9.4 ENTITLEMENT. These indemnification provisions shall inure to each of the Managers, the Members, officers, employees and agents of the Company, and to other persons serving at the request of the Company (as provided in this Article), regardless of whether any such person ceases to serve as such at any time and whether or not the claim asserted against any such person is based on matters that antedate the adoption of this Article, and in the event of any such person's death, shall extend to such person's legal representatives; but such rights shall not be exclusive of any other rights to which any of the foregoing persons may be entitled.

SECTION 9.5 SEVERABILITY. The provisions of this Article are intended to comply with Section 18-108 of the Act. To the extent that any provision of this Article authorizes or requires indemnification or the advancement of expenses contrary to such statutes or the Certificate of Formation, the Company's power to indemnify or advance expenses under such provision shall be limited to that permitted by such statute and the Certificate of Formation and any limitation required by such statutes or the Certificate of Formation shall not affect the validity of any other provision of this Article.

ARTICLE X

MISCELLANEOUS

SECTION 10.1 MANNER OF GIVING NOTICE. All notices, demands, requests, or other communications required or permitted to be given pursuant to this Agreement, the Certificate of Formation or the Act shall be in writing and shall be given either (a) by hand delivery, (b) by United States first class mail, postage prepaid, (c) by electronic facsimile or (d) by overnight courier service (charges prepaid) with proof of delivery. Each Member's address for notices and other communications hereunder shall be that specified by such Member on Exhibit A to this Agreement or as is otherwise reflected in the books and records of the Company. Any Member may change its address for notices and communications by giving notice in writing, stating its new address for notices, to the Company in accordance with this Section 11.1, and the Company may change its address for notice and communication by giving such notice to the Members in accordance with this Section 10.1. Notices sent by hand delivery shall be deemed to have been given when received; notices mailed in accordance with the foregoing shall be deemed to have been given five days following the date mailed; notice sent by electronic facsimile shall be deemed given on the first business day after electronically confirmed; and notices sent by overnight courier service shall be deemed to have been given on the next business day following the date so sent.

SECTION 10.2 WAIVER OF NOTICE. Whenever any notice is required to be given to any Member or any Manager of the Company under the provisions of the Act, the Certificate of Formation or this Agreement, a waiver thereof in writing signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a Person at a meeting shall constitute a waiver of notice of such meeting, except where such Person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

SECTION 10.3 NO COMPANY SEAL. The Company shall not be required to have a Company seal, and no agreement, instrument or other document executed on behalf of the Company that would otherwise be valid and binding on the Company shall be invalid or not binding on the Company solely because no Company seal is affixed thereto.

SECTION 10.4 CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be performed therein, without regard to principles of conflicts of laws thereof.

SECTION 10.5 AMENDMENTS. This Agreement may be amended only with the

written consent of all of the Members.

SECTION 10.6 SEVERABILITY. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, the undersigned initial Member has executed this Agreement as of the Effective Date.

MEMBER:

KLT GAS, INC.

By:
/s/Bruce B.Selkirk

Name: Bruce B. Selkirk

Title: President

EXHIBIT A

NAME AND ADDRESS OF MEMBER	Interest	Percentage Contribution
KLT Gas, Inc. 10740 Nall, Suite 230 Overland Park, Kansas 66211 Phone (913) 967-4300 Fax (913) 967-4345	100%	All of its right, title and interest in those certain properties located in Brown, Doniphan, Jackson and Jefferson Counties, Kansas and Nemaha County, Nebraska (including those properties acquired from Patrick Energy Corporation)

CERTIFICATE OF FORMATION

OF

FOREST CITY GATHERING, LLC

The undersigned hereby adopts the following Certificate of Formation for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act:

ARTICLE I

The name of the limited liability company is Forest City Gathering, LLC (the "Company").

ARTICLE II

The address of the Company's registered office and name and address of its registered agent for service of process are as follows:

Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, County of New Castle
Delaware 19808

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 27th day of July, 2001.

/s/Jeffrey A. Zlotky

LIMITED LIABILITY COMPANY AGREEMENT

OF

FOREST CITY GATHERING, LLC

This Limited Liability Company Agreement (this "AGREEMENT") is entered into by and between BANDERA PETROLEUM EXPLORATION, L.L.C., an Oklahoma limited liability company ("BANDERA") and KLT GAS, INC., a Missouri corporation ("KLT") as the initial Members of Forest City Gathering, LLC, a Delaware limited liability company formed pursuant to the Delaware Limited Liability Company Act. In consideration of the mutual promises made herein, KLT and Bandera agree as follows:

ARTICLE I

FORMATION OF LIMITED LIABILITY COMPANY

1.1 FORMATION. Forest City Gathering, LLC (the "COMPANY") was formed as a limited liability company under the laws of the State of Delaware by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on July 27, 2001.

1.2 PURPOSES AND POWERS. The purpose of the Company is to engage in the business of gathering, compressing, treating and providing field services for coal bed gas and/or natural gas within the area of the AMI (such permitted activities are hereinafter referred to as the "BUSINESS"). The Company shall not own or operate any property outside the AMI. The Company shall not own, operate or construct any transmission or other assets that would subject the Company to regulation as a "natural gas company" under the Natural Gas Act of 1938. In carrying out such purpose, the Company shall have all of the powers provided by a limited liability company under the Act.

1.3. OFFICES. The principal place of business of the Company shall be 2202 Timberloch Place, Suite 222, The Woodlands, Texas 77380 or such other principal place of business as the Manager may from time to time determine. The Company may have, in addition to such office, such other offices, as the Manager may from time to time determine or the business and affairs of the Company may require.

1.4. DEFINITIONS. Capitalized words and phrases used herein shall have the meanings set forth below in this Section 1.4 unless defined elsewhere herein:

"ACT" means the Delaware Limited Liability Company Act, as amended from time to time.

"AFFILIATE" shall mean, when used with respect to a specified Person, any Person that directly or indirectly controls, is controlled by or is under common control with such specified Person. As used in this definition, and in the definition of change of control the term "control" means possession, directly or indirectly through one or more intermediaries), of the power to direct or cause the direction of management and policies of a person through an ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

"AGREED VALUE" means the fair market value of any distributed Property net of any liability assumed or taken subject to, as fair market value is determined by the Members using any reasonable method of valuation.

"ASSIGNEE" means a Person to whom all or part of a Member's Interest has been assigned and who has been admitted as a Member as a result of such assignment.

"AMI" has the meaning indicated in the Participation Agreement.

"AVAILABLE CASH" means all cash funds of the Company from operations, refinancings, asset sales, Capital Contributions, loans or any other source at any particular time available for Distribution after reasonable provision has been made by the Manager for (i) payment of all operating expenses of the Company as of such time, (ii) payment of all outstanding and unpaid current obligations of the Company as of such time, and (iii) adequate working capital.

"BUSINESS" is defined in Section 1.2.

"CAPITAL ACCOUNT" means the account maintained

for a Member or Assignee in accordance with Section 6.5.

"CAPITAL CONTRIBUTION" means, with respect to a Member, the amount of cash contributed to the Company with respect to such Member's Interest, or if the context so requires, the amount of cash required to be contributed to the Company with respect to such Member's Interest.

"CAUSE" means the gross negligence or willful misconduct of the Manager in the performance of a material duty of the Manager under this Agreement.

"CERTIFICATE OF FORMATION" means the Certificate of Formation of the Company as amended or restated from time to time in accordance with the terms of this Agreement and filed with the Delaware Secretary of State in the manner provided by the Act.

"CHANGE OF CONTROL" means, with respect to a specified Person, a change of control, after the Effective Date of this Agreement, of such Specified Person or any Person ("Parent") that controls such specified Person in any one of the following circumstances: (i) any Person shall have become the beneficial owner of or shall have acquired, directly or indirectly, 50% or more of the then outstanding ownership interests (including both economic interest and voting interests) of the specified Person or Parent; (ii) the specified Person or Parent is a party to a merger, consolidation, sale of assets, or other reorganization, or a proxy contest, as a consequence of which the members of the board of directors (or, if either is not a corporation any other person or group of persons having substantial the same authority as the board of directors) (such board, person or group of persons is herein called the "BOARD"), of the specified Person or Parent in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter; or (iii) during any period of two consecutive months, individuals who at the beginning of such period constituted the Board of the specified Person or any Parent cease for any reason to constitute at least a majority of the Board of the specified Person or any Partner, PROVIDED that notwithstanding anything to the contrary a Change of Control shall not be deemed to have occurred (a) with respect to KLT so long as at least one of the Key KLT Persons is employed by KLT or any of its Affiliates or (b) with respect to Bandera so long as at least one of the Key Bandera Persons is employed by Bandera, with substantially the same authority and responsibility that he had on the Effective Date of this Agreement.

"CODE" means the Internal Revenue Code of 1986, as amended from time to time.

"COMPANY" means Forest City Gathering, LLC, a Delaware limited liability company formed under the Act.

"CONSENT" means, with respect to a Member, (a) as a noun, either the written consent of such Member or the affirmative vote of that Member at a meeting, as the case may be, to do that for which the Consent of such Member is given and (b) as a verb, giving Consent for any such action. To receive the "CONSENT OF THE MEMBERS" requires the requisite level of Consent of the Members provided in this Agreement or as otherwise expressly required by the Certificate of Formation, the Act or other applicable law.

"DISTRIBUTION" or "DISTRIBUTIONS" means any cash or other Property distributed to a Member by the Company on account of that Member's Interest as provided in Article VIII, and does not include payments to a Member (i) pursuant to a loan by such Member to the Company or other transactions in which such Member is acting other than in its capacity as a Member within the meaning of section 707(a) of the Code or (ii) which are made to reimburse a Member or an Affiliate of a Member for amounts paid for or on behalf of the Company. "DISTRIBUTE" means to make one or more Distributions.

"EFFECTIVE DATE" means August 3, 2001.

"FISCAL YEAR" means the annual accounting period of the Company, which shall be the calendar year or such portion of a calendar year during which the Company is in existence.

"GAAP" means generally accepted accounting principles, conventions, rules and procedures in the United States set forth in the opinions and pronouncements of the accounting principles board of

the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or any successor organization) that are applicable to the circumstances as of the date of determination.

"GATHERING CAP" means total expenditures incurred to construct gathering system(s) and gas sales facilities from each well head to the central delivery point for Phase I, which shall not exceed \$200,000 in the aggregate.

"INTEREST" of a Member at any time means the entire percentage ownership interest of such Member in the Company at such time and all benefits to which such Member is entitled under this Agreement and applicable law, together with all obligations of such Member under this Agreement and applicable law.

"Key KLT Persons" means Bruce Selkirk, Charley W. Dein and Gregory Orman.

"Key Bandera Persons" means M.G. Whitmire and Bruce Galbierz.

"MANAGER" means the Member designated as the Manager as provided in Section 4.4.

"MEMBERS" means KLT and Bandera and those Persons who subsequently are admitted as Members pursuant to the terms of this Agreement. "MEMBER" means any one of the Members.

"NET INCOME" means, for any period, the excess, if any, of the Company's items of income and gain for such period over the Company's items of loss and deduction for such period, including items described in Section 705(a)(1)(B) and 705(a)(2)(B) of the Code, as computed for book purposes.

"NET LOSS" means, for any period, the excess, if any, of the Company's items or loss and deduction for such period over the Company's items of income and gain for such period, including items described in Section 705(a)(1)(B) and 705(a)(2)(B) of the Code, as computed for book purposes.

"ORGANIZATION" means any corporation, partnership, joint venture, limited liability company, unincorporated association, trust, estate, governmental entity or other entity.

"PARTICIPATION AGREEMENT" means that certain Participation Agreement dated July 27, 2001, by and between Forest City, LLC, and Bandera Petroleum Exploration, LLC.

"PERSON" means any natural person or Organization.

"PHASE 1" means the period of time commencing on the Effective Date and ending upon the completion of the initial 25 wells as contemplated by Section 5.1 of the Participation Agreement.

"PHASE 2" means the period of time commencing on the end of Phase 1 and continuing thereafter so long as the Company is in existence.

"PRIME PLUS RATE" shall mean a rate per annum which is equal to the lesser of (a) a rate which is two percent (2%) above the prime rate of interest of The Chase Manhattan Bank, N.A., or its successor, as announced or published by such bank from time to time (adjusted from time to time to reflect any changes in such rate determined hereunder) or (b) the maximum rate from time to time permitted by applicable law.

"PROPERTY" means all (or such lesser amount as indicated by the context used herein) property -- real, personal, tangible or intangible -- owned from time to time by the Company as a result of Capital Contributions, acquisition, operations or otherwise.

"REASONABLE FEES" means such fees as Manager shall reasonably determine from time to time to recover the Company's costs and expenses and to earn a reasonable rate of return on all capital invested by the Members.

"SECURITIES ACT" means the Security Act of 1933, as amended, and any successor statute thereto.

"TAXABLE INCOME" or "TAXABLE LOSS" for a particular Fiscal Year means an amount equal to the Company's taxable income or taxable loss for such Fiscal Year determined in Accordance with Code Section

703(a).

"TAX DISTRIBUTION AMOUNT" means, with respect to a Member for any calendar quarter, the combined amount computed pursuant to Sections 6.7(a)(i) and 6.7(a)(ii) in reference to such calendar quarter.

"TRANSFER" means (a) as a noun, any voluntary or involuntary transfer, sale, assignment, alienation, gift, donation, grant, conveyance, lease, exchange, mortgage, pledge, encumbrance, hypothecation or other disposition of any kind, including dispositions by operation of law or legal process or any transactions or series of transactions that result in a Change of Control and (b) as a verb, the act of making any of the foregoing.

"TREASURY REGULATIONS" means the final and temporary regulations of the U.S. Department of the Treasury promulgated under the Code.

ARTICLE II MEMBERS

2.1 MEMBERS. KLT and Bandera shall be the only initial Members of the Company. A Person may become a Member (a) in the case of a Person acquiring a membership interest directly from this Company, only by the written agreement of all the Members; and (b) in the case of a Transfer of a Member's Interest, only if such Transfer is made in accordance with Article IX of this Agreement.

2.2 AUTHORITY OF MEMBERS. No individual Member may bind the Company except to the extent expressly provided in this Agreement, or by the vote of Members holding more than ninety percent (90%) of the total Interest in the Company.

2.3 CLASSES OF MEMBERS. The Company shall have only one class of Members.

2.4 PLACE AND MANNER OF MEETING. All meetings of the Members shall be held at such time and place as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Members may participate in such meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by a Member shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.5 MEETINGS. An annual meeting of the Members shall be held on such day and at such time during the period within six months after the close of each Fiscal Year of the Company as may be specified by the Manager in the notice of the meeting. If the annual meeting of Members is not held within the period above specified, any Member may cause a special meeting of the Members in lieu thereof to be held as soon thereafter as convenient, and any business transacted or election held at such meeting shall be as valid as if held at the annual meeting. Failure to hold the annual meeting within the designated time shall not cause a dissolution of the Company, or constitute an act of Cause. Special meetings of the Members may be called at any time by any Member.

2.6 NOTICE. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting either personally or by mail, by the Member calling the meeting, to each Member entitled to vote at the meeting, provided that such notice may be waived as provided in this Agreement. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Company, with postage thereon prepaid.

2.7 QUORUM OF MEMBERS. Members holding more than ninety percent (90%) of the total Interest in the Company represented in person or by proxy, shall be required for a quorum at a meeting of Members.

2.8 PERCENTAGE OF INTEREST REQUIRED; WITHDRAWAL OF QUORUM. The vote of Members holding more than ninety percent (90%) of the total Interest in the Company at a meeting at which a quorum is present shall be the act of the Members, unless the vote of a greater percentage is required by law, the Certificate

of Formation or this Agreement. The Members present at a duly organized meeting may not continue to transact business if, as the result of the withdrawal of one or more Members, a quorum is no longer present.

2.9 ACTION WITHOUT MEETING. Any action required by the Act, as amended, to be taken at any annual or special meeting of the Members, or any action which may be taken at any annual or special meeting of the Members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by each Member.

2.10 WITHDRAWAL, BANKRUPTCY OR DISSOLUTION OF A MEMBER. A Member may not voluntarily withdraw during Phase 1 of the term of this Company, without the Consent of all the other Members. Thereafter, a Member may withdraw upon sixty (60) days prior written notice to the Company and to each of the other Members with such withdrawal to take effect at the time specified in such notice, or if no time be specified, then on the sixtieth (60th) day following its receipt by the non-withdrawing Members. The Company shall be dissolved upon the withdrawal, bankruptcy, liquidation or dissolution of a Member, or upon the occurrence of any other event that terminates the continued membership of a Member in this Company under the terms of this Agreement or the Act. For purposes of this Section 2.10, the term "DISSOLUTION" does not include a merger, spin-off, consolidation, reorganization or recapitalization of a Member. It is the intent of this Agreement that the tax status of this Company be the same as for a partnership, and except as allowed by the Code, and any corresponding rules and regulations, it is intended that this Company shall not have continuity of life and shall be read and interpreted so as to prohibit continuity of life.

ARTICLE III ORGANIZATION AND TERM

3.1 FILINGS AND FEES. The Manager shall execute and file, or cause to be executed and filed, for recordation in the office of the appropriate authorities such reports, disclosures, certificates and other forms, schedules, instruments or documents as are required by applicable law or regulation or which the Manager otherwise determines may be necessary or appropriate with respect to the formation of, and conduct of business by, the Company. The Manager also shall cause the Company to pay all fees, taxes and other charges, including professional fees, incurred in connection with the preparation and filing of such reports, certificates, disclosures, forms, schedules, instruments or other documents.

3.2 TITLE TO PROPERTY. The Property shall be owned by the Company as an entity and no Member shall have any ownership interest in the Property in that Member's individual name or right, and each Member's Interest shall be personal property for all purposes. The Company shall hold the Property in the name of the Company and not in the name of any Member.

3.3 NONCOMPETITION; CONFLICTS OF INTEREST. Subject to the express provisions of this Agreement, each Member and its Affiliates shall be free to engage in the same or similar business as the Company's Business outside the AMI. No Member or Affiliate of a Member shall engage in the Company's Business within the AMI without the express written consent of all Members which may be granted or denied at the sole discretion of each Member. In the interest of clarity, the Members recognize that this Section 3.3 shall not prohibit a Member or its Affiliates from owning or operating oil and gas properties within the AMI. The prohibitions of this Section 3.3 shall be binding upon any Member who withdraws as a Member or whose Interest is purchased pursuant to Section 6.2(c) for the remainder of the term of the Company, notwithstanding that such Person shall no longer be a Member.

3.4 LIMITATION OF LIABILITY. Except as otherwise expressly provided herein or required by applicable law, no Member, as such, shall be bound by, or be personally liable for, the liabilities or obligations of the Company or the other Members, or be required to lend any funds to (or provide any guarantees on behalf of) the Company, without the prior written consent of such Member. No Member shall have any obligation to make Capital Contributions to the capital of the Company except those Capital Contributions agreed upon by the Member or that may be required (a) to return the amount of any Distribution received by such Member in violation of, and to the extent required by the

Act; (b) under Section 6.1 or (c) under Section 6.5 with respect to the withholding by the Company of income taxes.

3.5 EXPENSES. The Company shall pay all costs and expenses arising from the organization and operation of the Company. The Company shall reimburse the Members for any reasonable out-of-pocket expenses incurred by them on behalf of the Company in accordance with this Agreement.

3.6 TERM OF COMPANY. The Company shall be in existence commencing on the Effective Date and continue in existence for the lesser of thirty (30) years or such earlier date as the Company is dissolved pursuant to Section 10.1.

ARTICLE IV MANAGER

4.1 GENERAL POWERS OF MANAGER. Except for situations in which the approval of the Members is expressly required by this Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of Section 4.2, (i) the powers of the Company shall be exclusively exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager; and (ii) the Manager may make all decisions and take all actions for the Company not otherwise provided for in this Agreement, including, without limitation, the following:

(a) ACQUISITION OF PROPERTY. Acquire by purchase, lease, or otherwise such pipe, easements, compressors, and other real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

(b) OPERATION, MAINTENANCE, IMPROVEMENT AND DISPOSITION OF PROPERTY. Operate, maintain, improve, and construct any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company, including without limitation, pipelines, compressors and related equipment and facilities;

(c) CONTRACTS AND OTHER AGREEMENTS. Execute and deliver, on behalf of the Company, any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of Company property, or in connection with managing the affairs of the Company; provided that any agreement for gathering and compression services shall be for Reasonable Fees and in such form as may be approved by the Members;

(d) BANKING AUTHORITY. Open, maintain and close bank accounts and execute and deliver all checks, drafts or other orders for payment of funds belonging to the Company;

(e) INSURANCE. Procure and maintain in force such insurance as the Manager shall deem prudent to serve as protection against liability for loss and damage which may be occasioned by the activities to be engaged in by the Company;

(f) HIRE EMPLOYEES OR INDEPENDENT CONTRACTORS. Contract on behalf of the Company for the employment and services of employees and/or independent contractors and appoint officers and other agents of the Company;

(g) JUDICIAL AND ADMINISTRATIVE ACTIONS. Institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Company or all the Members in their capacity as Members, in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith and to execute powers of attorney, consents, waivers and other documents that may be necessary before any court, administrative board or agency of any governmental authority, affecting the properties owned by the Company; and

(h) IN GENERAL. Engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance

covering risks to property and Manager liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawful carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified.

4.2 RESTRICTIONS ON MANAGER'S POWERS.

Notwithstanding the provisions of Section 4.1, the Manager may not cause the Company to do any of the following without the approval of the Members in accordance with Section 2.8:

(a) SALE, EXCHANGE OR DISPOSITION OF COMPANY PROPERTY. Sell, lease, exchange or otherwise dispose of all or substantially all the Company's property and assets (with or without goodwill);

(b) MERGERS. Be a party to a merger, or a share exchange;

(c) AMENDMENT OF CERTIFICATE. Amend or restate the Certificate of Formation;

(d) BANKRUPTCY PETITION. Cause the Company to file a voluntary petition in bankruptcy or take any other similar action;

(e) ORDINARY COURSE OF BUSINESS. Authorize any act that would make it impossible to carry on the ordinary business of the Company;

(f) AMENDMENT OF AGREEMENT. Amend or modify this Agreement;

(g) MEMBERSHIP INTEREST. Issue any additional Interest in the Company or, admit any Person as a Member of the Company (other than as expressly provided in Section 9.1);

(h) FINANCIAL TRANSACTIONS. Borrow money and issue evidences of indebtedness of the Company; or

(i) DEEDS, MORTGAGES, DEEDS OF TRUST AND OTHER INSTRUMENTS. Execute any deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, contract, or other instrument purporting to encumber any or all of the Company property (other than Operator's liens that may arise as a matter of law).

4.3 DUTIES OF THE MANAGER.

(a) MANAGEMENT DUTIES. The Manager will: (i) manage the business of the Company in a manner that, in the reasonable judgment of the Manager, will achieve the purposes of the Company's Business; (ii) use reasonable efforts to cause the Company to perform its obligations under all contracts, agreements, instruments, and other documents to which the Company is at any time a party or by which the Company is at any time bound; (iii) use reasonable efforts to cause the Company to obtain and maintain such insurance as is consistent with sound business practice; and (iv) use reasonable efforts to cause the Business of the Company to be conducted in compliance with all applicable laws.

(b) LEVEL OF DUTY. The Manager will conduct, manage and control the Company and its affairs with the degree of reasonable care that a prudent business person would use under similar circumstances.

(c) TIME AND ATTENTION TO DUTIES. The Manager will devote such time and attention to the performance of duties under this Agreement as is reasonably necessary for the operation of the Business, provided that it is expressly understood that the Manager will not devote its full time to its duties hereunder, and provided further that the Manager may engage in or possess an interest in other independent business ventures of any nature or description, including business ventures similar to the Company, and neither the Company nor any other Member, as such, shall have any rights by virtue of this Agreement in or to such independent ventures or the income or profits therefrom.

(d) LIMITATION OF DUTIES. The Manager will be obligated to perform the duties, responsibilities and obligations of the Manager under this Agreement only to the extent that funds of the

Company are available for such performance. Notwithstanding any other provision of this Agreement, the Manager will be liable only to the Company and the other Members for Cause.

4.4 ELECTION; TERM. The Manager shall initially be KLT. KLT shall remain as Manager and shall not be subject to removal as Manager unless and until (a) there is a Change of Control, and (b) the other party or parties to this Agreement show Cause. If the Manager sells all of its Interest in the Company to a third party, the third party shall automatically become the Manager, but from and after the date of such sale, the Manager is subject to removal as Manager for Cause. For purposes of this Section, the term "sale" shall mean a voluntary, arm's length transfer for money, but shall not include sales to Affiliates. The term "sale" shall be strictly construed and shall not apply to certain transfers that might be considered sales in the broadest sense including, without limitation, mortgages, mergers, reorganizations and consolidations.

The Manager may be removed for Cause by an affirmative vote of the Non-Manager Member owning a majority interest in the Company after excluding the Interest of the Manager Member. Such vote shall not be deemed effective until a written notice has been delivered to the Manager by the Non-Manager Member detailing the alleged default and the Manager has failed to cure the default within 30 days from its receipt of the notice. Such removal shall be effective immediately upon the failure to cure such default within the applicable notice period.

4.5 ANNUAL REPORTS. Within ninety (90) days after the end of each Fiscal Year, the Manager shall cause to be prepared (and furnished to each Member) financial statements, which shall be prepared in accordance with GAAP, and which shall include the following:

(a) A copy of the balance sheet of the Company as of the last day of such Fiscal Year;

(b) A statement of income or loss for the Company for such Fiscal Year;

(c) A statement of each Member's Capital Account; and

(d) A statement of cash flow of the Company for such Fiscal Year.

4.6 QUARTERLY REPORTS. Within forty-five (45) days after the end of each quarter, the Manager shall cause each Member to be furnished with financial statements prepared in accordance with the Company's methods of accounting, of the type described in the preceding Section 4.5, as of the last day of such quarter, provided that such quarterly reports need not include such footnotes as may be required by GAAP.

4.7 ANNUAL ESTIMATE OF OPERATING COSTS. The Manager shall cause to be prepared and delivered to each Member no later than January 15th of each year a proposed estimate of operating costs for the Company for such Fiscal Year. This estimate shall be given for information purposes only and shall not act as a limitation, in any way, upon the funds that Manager is authorized to expend on behalf of the Company.

4.8 TAX RETURNS AND INFORMATION. The Manager shall cause all tax returns that the Company is required to file to be prepared and timely filed (including extensions) with the appropriate authorities of each Fiscal Year. On or before June 15th (commencing in 2002) the Manager shall also cause to be delivered to each Member information pertaining to the Company and its operations for the previous Fiscal Year that is necessary for the Members to accurately prepare their respective federal and state income tax returns for said Fiscal Year.

4.9 LABOR COSTS. To the extent that the Manager uses its employees to conduct the Company's Business and except as otherwise set forth in an applicable operating agreement (it being recognized that the Manager or its Affiliate may receive an overhead charge of \$200 per well per month in any such operating agreement), the Manager shall not be reimbursed by the Company for the following:

(a) Salaries and wages of Manager's employees directly engaged in connection with the conduct of Company's Business, supported by hourly time cards or other documentation, and, in addition,

amounts paid as salaries and wages of others temporarily employed in connection therewith.

(b) Manager's cost of holiday, vacation, sickness, jury service and other fringe benefits and customary allowances paid to persons whose salaries and wages are chargeable under subsection (a) above.

(c) Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to salaries, wages and costs chargeable under subsection (a) above.

(d) Manager's current cost of plans for employees group life insurance, hospitalization disability, pension, retirement, savings and other benefit plans, applicable to labor costs chargeable under subsection (a) above.

(e) Reasonable and necessary expenses of employees whose salaries and wages are chargeable under subsection (a) above. As used herein the term "expenses" shall mean travel, hotel, transportation, meal and other usual out-of-pocket expenditures incurred by employees in the performance of their duties and for which such employees are reimbursed.

4.10 MATERIAL, EQUIPMENT AND SUPPLIES. The Manager may use materials, equipment and supplies held in its inventory for its own business purposes for the Company's Business and any such materials, supplies, and equipment so used shall be priced at cost to Company, plus carrying costs and storage and loading costs to be established by Manager based on actual experience, but not to exceed replacement cost at the time of issuance.

4.11 ADMINISTRATIVE AND GENERAL EXPENSE. The Manager shall not be reimbursed for administrative costs and expenses of Manager's offices and salaries or wages or applicable burdens and expenses of its personnel.

ARTICLE V OWNERSHIP INTEREST

5.1 The Members shall initially have the Interest shown below:

(a) Bandera shall have a twelve and one-half percent (12.5%) Interest in the Company; and

(b) KLT shall have an eighty-seven and one-half percent (87.5%) Interest in the Company.

ARTICLE VI CAPITALIZATION

6.1 CAPITAL CONTRIBUTIONS.

(a) INITIAL CAPITAL CONTRIBUTIONS. Each Member shall contribute the cash indicated on Exhibit AC@ (total \$40,000, KLT \$35,000 and Bandera \$5,000) attached hereto and made a part hereof within thirty (30) days from the Effective Date. No Member shall be obligated to transfer to the Company any ownership, or title to its assets and properties. The Members agree that the value of the Capital Contributions to be made initially by each Member as shown on Exhibit C, equals the product of the Interest shown in Article V for that Member multiplied by the aggregate value of the Capital Contributions initially made by all Members as shown on Exhibit C.

(b) SUBSEQUENT CAPITAL CONTRIBUTIONS. In addition, each Member shall contribute in cash to the Company such Capital Contributions in proportion to such Members' Interests as are deemed necessary and appropriate by the Manager from time to time for the conduct of the Business of Company. The Manager shall give each Member written notice of any such Capital Contributions and shall provide in such notice a time period (not to be less than ten (10) business days) in which the Members must make their respective Capital Contributions. Such Capital Contributions shall be used by the Company for the conduct of the Company's Business.

(c) PAYMENT OF CAPITAL CONTRIBUTION. On each occasion on which the Members are required to make Capital Contributions to the Company, each Member shall deposit its required Capital

Contribution, by wire transfer of immediately available funds, in the depository institution and account designated by the Manager.

(d) DUTY TO MAKE CAPITAL CONTRIBUTION. The Capital Contribution commitments of the Members under this Agreement are solely for the benefit of the Members, as among themselves, and may not be enforced by or for the benefit of any other person (including any creditor, receiver, or trustee of, or for the benefit of any one or more creditors of, the Company).

6.2 FAILURE TO MAKE CERTAIN CAPITAL CONTRIBUTIONS. Unless otherwise expressly provide by this Agreement, the obligation of a Member to make a contribution or otherwise pay cash to the Company may not be compromised or released without the express written consent of all Members. In the event that (1) any Member fails to pay when due the full amount of a Capital Contribution called for under Section 6.1(a) (Initial Contributions) or Section 6.1(b) (Subsequent Capital Contributions) for the conduct of the Company's Business during Phase 1, (2) the total amount of Capital Contributions that have been made by such Member does not equal or exceed its share of the Gathering Cap, and (3) such default is not cured within ten days after written and telephonic notice thereof has been given by the Manager to such Member (in this Section 6.2, a "PHASE 1 DEFAULTING MEMBER"), the following provisions shall apply:

(a) LOSS OF VOTE. Whenever the vote or consent of the Phase 1 Defaulting Member would otherwise be required or permitted under this Agreement, the Phase 1 Defaulting Member shall not be entitled to participate in such vote or consent, and such vote or consent shall be calculated as if such Phase 1 Defaulting Member were not a Member.

(b) APPLICATION OF DISTRIBUTIONS TO PHASE 1 DEFAULTING MEMBER. The Manager may cause the Company to withhold all Distributions otherwise distributable to such Phase 1 Defaulting Member under this Agreement, and pay such Distributions to the non-Defaulting Member in the event that the non-Defaulting Member made any Capital Contribution or paid any other amount on account of the Phase 1 Defaulting Member's failure to make the Unfunded Phase 1 Contributions when due, until Distributions in an aggregate amount equal to 200% of the amount of the Unfunded Phase 1 Contributions have been so withheld and paid in accordance with this clause (b). Any such Distributions withheld in accordance with this clause (b) shall be deemed to have been distributed to the Phase 1 Defaulting Member and then paid to the non-Defaulting Member.

(c) LOAN OR CONTRIBUTION BY NON-DEFAULTING MEMBERS. The non-Defaulting Member shall have the right to contribute or loan the amount of the Unfunded Phase 1 Contributions to the Company. The non-Defaulting Member shall have the right in its sole discretion to treat all or any portion of the Unfunded Phase 1 Contributions that it shall fund as follows:

(1) As debt of the Company to such non-Defaulting Member, in which case the Company shall pay interest to such non-Defaulting Members on the amount loaned to the Company by such non-Defaulting Members at the Prime Plus Rate; and/or

(2) As additional Capital Contributions, in which case the Interests of the Members shall be redetermined, and each such Member's Interest shall thereafter be equal to a fraction, the numerator of which shall equal the aggregate Capital Contributions made by such Member to the Company (including the amount of any Unfunded Phase 1 contributions funded by such Member pursuant to this Section) and the denominator of which shall equal the aggregate Capital Contributions made by the Members (including the amount of the Unfunded Phase 1 Contributions funded by the Members pursuant to this Section).

(d) PURCHASE OF MEMBERSHIP INTEREST. Any non-Defaulting Member may, in its sole and absolute discretion, purchase the Interest of Defaulting Member for a total price equal to fifty percent (50%) of the balance of such Defaulting Member's Capital Account at such time, instead of pursuing

any of the remedies set forth in Section 6.2(b) or (c).

6.3 FAILURE TO MAKE PHASE 2 OR EXCESS GATHERING CAP CONTRIBUTION. In the event that any Member fails to pay when due the full amount of any Capital Contribution for the conduct of the Business of the Company after the total Capital Contributions that have been made equals or exceeds such Member's share of the Gathering Cap or for the conduct of the Company's Business during Phase 2, and such default is not cured within ten days after written and telephonic notice has been given by the Manager to such Member (a "PHASE 2 OR CAP DEFAULTING MEMBER"), the non-Defaulting Member shall have the right, as its sole and exclusive remedy, to contribute the amount of such unfunded Capital Contributions as additional Capital Contributions in which case the Interest of the Members shall be redetermined, and each such Member's Interest shall thereafter be equal to a fraction the numerator of which shall equal the aggregate Capital Contribution made by such Member (including an amount equal to any unfunded Capital Contribution funded by such Member pursuant to Section 6.2(d)(2) or this Section 6.3) and the denominator of which shall equal the aggregate Capital Contribution made by all the Members pursuant to Section 6.1, Section 6.2(d)(2) or this Section 6.3.

6.4 NO INTEREST; RETURN OF CONTRIBUTIONS. No interest shall accrue on any contributions to the capital of the Company. No Member shall be entitled to the return of its Capital Contributions except (a) to the extent, if any, that Distributions made pursuant to the express terms of this Agreement may be considered as such by law or by agreement of all of the Members of the Company, (b) upon dissolution and liquidation of the Company, and then only to the extent expressly provided for in this Agreement and as permitted by law, or (c) to the extent that any amounts paid by the Company to a Member upon the Company's acquisition of any Interest may be considered as such by law.

6.5 CAPITAL ACCOUNTS. A Capital Account shall be established and maintained for each Member. Each Member's Capital Account shall be increased by:

(a) the amount of money contributed by that Member to the Company, and

(b) allocations to that Member of Net Income, including income and gain exempt from tax and income and gain described in Treasury Regulation Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury 1.704-1(b)(4)(i),

and shall be decreased by:

(c) allocation to that Member of Net Loss,

(d) the amount of money Distributed to that Member by the Company,

(e) the fair market value of distributed property that such Member is considered to assume or take under Section 752 of the Code), and

(f) allocations to that Member of expenditures of the Company described in Section 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(f) and as required by the other provisions of Treasury Regulation Section 1.704-1(b)(2)(iv) and 1.704-1(b)(4), including adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g). Upon the transfer of all or part of an Interest in the Company, the Capital Account of the transferor that is attributable to the transferred interest in the Company shall carry over to the transferee Member in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(1).

6.6 ALLOCATIONS OF NET INCOME OR NET LOSS.

(a) For purposes of maintaining the Members' Capital Accounts, the Net Income or Net Loss of the Company for each year shall be allocated among the Members in accordance with their Interests.

(b) Except as otherwise provided in Section 6.6(c): for federal and state tax purposes each item of income, gain, loss, deduction and credit shall be allocated among the Members in the same manner as each correlative item of Net Income or Net Loss is allocated to the Members for purposes of maintaining their respective Capital Accounts.

(c) Income, gain, loss and deduction with respect to property contributed to the Company by a member or revalued pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its book value, as required by Section 704(c) of the Code and Treasury Regulation Section 1.704-1(b)(4)(i), using the remedial allocation method permitted by Treasury Regulation Section 1.704-3(d).

(d) All Net Income and Net Loss (and any item of income, gain, loss, deduction or credit) shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if an Interest is transferred during a taxable year, Net Income and Net Loss (and any item of income, gain, loss, deduction or credit) for such taxable year allocable to the transferred Interest shall be prorated between the transferor and the transferee based upon that portion of such taxable year during which each was recognized as owning such Interest, without regard to the results of Company operations during particular portions of such taxable year and without regard to distributions made to the transferor and the transferee during such taxable year; provided, that such allocation must be in accordance with a method permissible under Section 706 of the Code and the Treasury Regulations thereunder.

6.7 AVAILABLE CASH. Available Cash shall be Distributed in the following order and priority:

(a) TAX DISTRIBUTIONS. If at the end of a calendar quarter of a Fiscal Year, the Company estimates that it will allocate, to one or more Members with respect to such Fiscal Year, (i) Taxable Income (or items thereof) excluding items allocated pursuant to Section 6.5(c) and (ii) items of income, gain, loss and deduction required to be separately stated and computed by the Members pursuant to section 613A(c)(7)(D) of the Code (the amounts described in clauses (i) and (ii) shall be referred to in this Section 6.7(a) as "NET TAXABLE INCOME"), then not later than the twentieth (20th) day prior to the date upon which estimated federal income tax payments are required to be made by corporations for such calendar quarter, the Company shall make a Distribution of Available Cash to each Member in an amount equal to the following:

(1) PRIOR INCOME. First, that portion of any Tax Distribution Amount for the calendar quarter immediately preceding the calendar quarter to which Section 6.7(a)(2) refers for which a Distribution to such Member pursuant to this Section 6.7(a) had not been made. The amount to be Distributed pursuant to this Section 6.7(a)(1) shall be determined by subtracting (A) the aggregate Distributions of Available Cash made to such Member pursuant to this Section 6.6(a) as of the calendar quarter to which Section 6.7(a)(2) refers from (B) the aggregate of the amounts calculated pursuant to Section 6.7(a)(2), as adjusted, to be Distributed to such Member for all such calendar quarters;

(2) CURRENT INCOME TAX DISTRIBUTION. Second, the product of (A) (i) such Member's distributive share of the Company's estimated Net Taxable Income for such calendar quarter, determined in accordance with the allocation provisions of Section 6.6, (ii) plus or minus, as the case may be, any increase or reduction in the estimates of Net Taxable Income with respect to prior calendar quarters of such Fiscal Year and (B) 38.25%; and

(b) REMAINDER. The Company, with the Consent

of the Members, may, thereafter, make Distributions of Available Cash to the Members in accordance with their Interests.

6.8 NON-CASH DISTRIBUTIONS. Except as otherwise provided in this Agreement, each Member must look solely to the Property of the Company for the return of such Member's Capital Contribution and shall have no right or power to demand or receive Property other than cash.

ARTICLE VII LIABILITY

The Company has been formed as a limited liability company, which shall assume the obligation for all services to be performed pursuant to this Agreement.

ARTICLE VIII INDEMNIFICATION

8.1 INDEMNIFICATION. In addition to the indemnification of Manager provided in Article XI, the Members may adopt such provisions pertaining to indemnification of Members, Manager, and others as may be permitted under the Act, provided, however, no Person may be indemnified under this Section of this Article VIII in respect of a proceeding,

(a) in which the Person is found liable on the basis that personal benefit was improperly received by or it, whether or not the benefit resulted from an action taken in the Person's official capacity; or

(b) in which the Person is found liable to the Company.

8.2 LIABILITY INSURANCE. The Company may purchase and maintain insurance or another arrangement on behalf of any Person who is or was a Manager, officer, employee, or agent of the Company or who is or was serving at the request of the Company as a Manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability asserted against him or it and incurred by him or it in such a capacity or arising out of his or its status as such a person, whether or not the Company would have the power to indemnify him against that liability under this Article.

ARTICLE IX RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTERESTS

9.1 RESTRICTIONS ON TRANSFER.

(a) NO TRANSFER EXCEPT AS HEREIN PROVIDED. No Member shall directly or indirectly Transfer any Interest in the Company, or any right or interest therein without the express written consent of all Members (which consent may be withheld by each Member in its sole and absolute discretion), provided that (i) any Member may transfer all or substantially all of its Interest in the Company to any Affiliate of such Member or (ii) after the end of Phase I, any Member may Transfer all or substantially all of its Interest in the Company, as part of the sale of all or substantially all of its interest in all leases, options and farm-ins within the AMI, (iii) any Member may mortgage, pledge, or grant a lien or security interest in all of its Interest in the Company as collateral for a loan, provided that the interest of any such mortgagee, pledgee or secured party shall be subject to all the terms of this Agreement, and (iv) any mortgagee, pledgee or secured party that forecloses its lien and/or security interest may sell all the Interest of the Member subject to such lien and security interest, provided that any Person to whom such Interest is sold shall take such Interest subject to all the terms of this Agreement.

(b) SECURITIES ACT COMPLIANCE. Anything in this Agreement to the contrary notwithstanding, no Transfer of Interests in the Company otherwise permitted or required by this Agreement shall be made unless such Transfer is in compliance with federal and state securities laws, including without limitation the Securities Act. In connection with any Transfer or proposed Transfer of Interest in the Company, if requested by the

Company, before such Transfer the holder of such Interests proposing to effect such Transfer shall provide the Company either (i) a written opinion of legal counsel who shall be reasonably satisfactory to the Company, addressed to the Company and satisfactory in form and substance to the Company, to effect that the proposed Transfer of Interests in the Company may be effected without registration under the Securities Act and applicable state securities laws, or (ii) a no-action letter from the staff of the Securities and Exchange Commission (the "SEC") to the effect that the distribution of such securities without registration under the Securities Act will not result in a recommendation by the staff of the SEC that action be taken in respect thereof, or a combination of (i) and (ii) hereof.

(c) AGREEMENT TO BE BOUND. Anything in this Agreement to the contrary notwithstanding, unless otherwise agreed to in writing by each of the Members, no Transfer of Interests in the Company otherwise permitted or required by this Agreement shall be effective unless and until the transferee shall execute and deliver to the Company an agreement in which such transferee agrees to be bound by this Agreement and to observe and comply with this Agreement and with all obligations and restrictions imposed on Members hereby in such form as is acceptable to the Manager, provided that any Person that is only granted a lien or security interest in a Member's Interest in the Company pursuant to Section 9.1(a)(iii) shall not be required to execute such an agreement as a condition to the grant of such lien or security interest. Each Person to whom a Transfer of Interests in the Company is permitted by this Agreement, who receives a Transfer of Interests in the Company during the term of the Company, and who is required to agree in writing to be bound by the provisions hereof, shall become a "Member" for all purposes of this Agreement after such Person has agreed to be so bound.

(d) TRANSFERS IN VIOLATION OF THIS AGREEMENT. Transfers of Interests in the Company may only be made in strict compliance with all applicable terms of this Agreement, and any purported Transfer of Interests in the Company that does not so comply with all applicable provisions of this Agreement shall be null and void and of no force or effect, and the Company shall not recognize nor be bound by any such purported Transfer and shall not effect any such purported Transfer and shall not effect any such purported Transfer on the transfer books of the Company.

9.2 SPECIFIC PERFORMANCE. Each of the parties to this Agreement acknowledges that it shall be impossible to measure in money the damages to the Company or the Member(s), if any of them or any transferee or any legal representative of any party hereto fails to comply with any of the restrictions or obligations imposed by this Article, that every such restriction and obligation is material, and that in the event of any such failure, the Company or the Member(s) shall not have an adequate remedy at law or in damages. Therefore, each party hereto consents to the issuance of an injunction or the enforcement of other equitable remedies against him at the suit of an aggrieved party without the posting of any bond or other security, to compel specific performance of all of the terms of this Article and to prevent any disposition of Interests in the Company in contravention of any terms of this Article and waives any defenses thereto, including, without limitation, the defenses of: (i) failure of consideration; (ii) breach of any other provision of this Agreement; and (iii) availability of relief in damages.

9.3 MEMBERS OF RECORD; RELATED MATTERS. The Company and its Manager will be entitled to consider the owner of any Interest in the Company as set forth in the records of the Company as the absolute owner thereof for all purposes. The Company and its Manager will not incur any liability for Distribution of cash or other property made in good faith to the owner of a Interest in the Company until such time as a written assignment of such Interest and an agreement to be bound by this Agreement has been received and accepted by the Company and such assignment has been recorded on the books of the Company. The Company and its Manager may refuse to accept a purported assignment of Interests in the Company until the end of the next succeeding quarterly or annual accounting period. No Member shall under any circumstances Transfer any of

its Interests in the Company to a minor or incompetent or any other person not qualified to become a Member pursuant to this Agreement and, in the event any such Transfer should be attempted, such will be null, void and ineffectual and will not bind the Company or its Members, or Manger. In no event will any purported Transfer of any Interest in the Company, by operation of law or otherwise, require the Company or its Manager to account to more than one person with respect to such transferred Interests.

9.4 TERMINATION OF RIGHTS AND OBLIGATIONS. As of the effective date of any Transfer permitted under this Article by a Member of its entire Interest in the Company, such Member's rights and obligations hereunder shall terminate except for any Transfer that is permitted under Section 9.1(a)(iii), in which case such Member's rights and obligations shall continue unless and until the person to whom such Transfer is made agrees in writing to assume all the obligations and duties of such Member under this Agreement.

ARTICLE X DISSOLUTION

10.1 DISSOLUTION. This Company shall be dissolved on the first of the following to occur:

- (a) when the period fixed for the duration of this Company expires;
- (b) upon the occurrence of events specified in the Certificate of Formation or this Agreement to cause dissolution;
- (c) the written Consent of all Members;
- (d) except as otherwise provided in this Agreement, upon the withdrawal, bankruptcy, liquidation, or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in this Company;
- (e) entry of a decree of judicial dissolution under the Act; or
- (f) upon sixty (60) days written notice by one Member to each of the other Members at any time after Phase 1.

For purposes of this Section, the term "DISSOLUTION" does not include a merger, spin-off, consolidation, reorganization or recapitalization of a Member.

10.2 JUDICIAL DISSOLUTION. On application by or for a Member, a court of competent jurisdiction may decree dissolution of this Company if it is not reasonably practicable to carry on the business of this Company in conformity with its Certificate of Formation and this Agreement.

10.3 WINDING UP. On the dissolution of this Company, its affairs shall be wound up as soon as reasonably practicable. The winding up shall be accomplished by the Manager. In addition, a court of competent jurisdiction, on cause shown, may wind up the Company's affairs on application of any Member or the Member's legal representative or assignee and, in connection with the winding up, may appoint a Person to carry out the liquidation and may make all other orders, directions, and inquiries that the circumstances require.

10.4 DISTRIBUTIONS UPON TERMINATION AND DISSOLUTION OF THIS COMPANY. Upon the winding up of the Company, the Manager or other Person designated in accordance with Section 10.3 will proceed to wind up the affairs of the Company. The liabilities and obligations to creditors and all expenses incurred in its liquidation and dissolution will be paid and will have first priority in winding up as otherwise provided in this Agreement. The Manager may retain from available cash and other assets of the Company sufficient reserves for anticipated and contingent liabilities. Undistributed cash, and other property valued at its fair market value on the date of Distribution, will be Distributed to the Members in the following order:

- (a) Distributions will first be made to repay any loans to the Company by a Member, including the amount of any deferred payment obligation to a Member or a Member's personal representative.
- (b) Distributions will then be made to the

Members in an amount equal to the credit balances in their capital accounts so that the capital account of each Member shall be reduced to zero.

(c) The balance, if any, will be made to the Members in an amount equal to each Member's percentage interest in the Company as determined immediately prior to the Distribution of the credit balances of the Member's capital accounts. The Manager, in making or preparing to make a partial or final distribution may deliver undivided interests in an asset or class of assets to the Members subject to any indebtedness which may be secured by the property.

If sufficient cash or other assets are available and a Distribution is made to the Members of undivided interests in the pipelines, plants or other physical assets, then after said Distribution the members shall negotiate in good faith in an attempt to enter into an operating agreement that will provide for the continued operation of the distributed assets by the former Members as tenants in common.

The Company may continued beyond its scheduled termination date for a time reasonably necessary to conclude the administration of the Company, pay expenses of termination and distribute all of the Property to those entitled thereto.

ARTICLE XI EXCULPATION AND INDEMNIFICATION

11.1 EXCULPATION. Neither the Manager, nor any Affiliate of the Manager, shall be liable, responsible, or accountable in damages or otherwise to the Company or any Member by reason of, or arising from, the operations, business, or affairs of, or any action taken or failure to act on behalf of, the Company, except to the extent caused by any Cause of such Person. THE MEMBERS RECOGNIZE THAT THIS PROVISION SHALL RELIEVE ANY SUCH PERSON FROM ANY AND ALL LIABILITIES, OBLIGATIONS, DUTIES, CLAIMS, ACCOUNTS AND CAUSES OF ACTION WHATSOEVER ARISING OR TO ARISE OUT OF ANY NEGLIGENCE BY ANY SUCH PERSON OR ANY THEORY BASED UPON OR SIMILAR TO STRICT LIABILITY.

11.2 INDEMNIFICATION.

INDEMNITEES AND INDEMNIFIABLE CLAIMS. The Company shall indemnify and hold harmless (i) the Manager, (ii) any Affiliate of the Manager, and (iii) any officer, director, employee, agent, stockholder, member or partner of the Manager or any of its Affiliates (each, an "INDEMNITEE"), from and against any claim, loss, damage, liability, or reasonable expense (including reasonable attorney's fees, court costs, and costs of investigation and appeal) suffered or incurred by any such Indemnitee by reason of, or arising from the operations, business, or affairs of, or any action taken or failure to act on behalf of, the Company, except to the extent any of the foregoing was caused by any Cause of such person. THE MEMBERS RECOGNIZE THAT SUCH INDEMNITEE SHALL BE ENTITLED TO INDEMNIFICATION FROM THE NEGLIGENCE OF INDEMNITEE OR LIABILITY BASED UPON STRICT LIABILITY OR ANY SIMILAR DOCTRINE.

ARTICLE XII MISCELLANEOUS

12.1 BOOKS AND RECORDS.

(a) The Company shall maintain such books and records of the Company shall be open to inspection and copying by the Members from time to time. The Company shall keep and maintain the following records in its principal office and make them available in such office within five days after the date of receipt of a written request:

(1) a current record that includes

(i) the name and mailing address of each Member;

(ii) the percentage interest in the Company owned by each Member;

(2) copies of the federal, state, and local information or income tax returns for the Company's seven most recent tax years.

(3) a copy of the Certificate of Formation

and this Agreement, all amendments or restatements thereof, executed copies of any powers of attorney, and copies of any document that creates, in the manner provided by the Certificate of Formation or this Agreement, classes of members;

(4) The records of the Company or this Agreement shall set forth:

(i) the amount of the cash contribution and a description and statement of the Agreed Value of any other contribution made by each Member, and the amount of the cash contribution and a description and statement of the Agreed Value of any other contribution that the Member has agreed to make in the future as an additional contribution;

(ii) the times at which additional contributions are to be made or events requiring additional contributions to be made;

(iii) events requiring the Company to be dissolved and its affairs wound up;

(iv) the date on which each Member in the Company became a Member;

(5) correct and complete books and records of account of the Company.

(b) The Company shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(c) A Member, on written request stating the purpose, may examine and copy, in person or by the Member's authorized representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Section 12.1 and other information regarding the business, affairs, and financial condition of the Company as is just and reasonable for the person to examine and copy.

(d) A Member, upon prior written notice to the Company, shall have the right to audit the books and records of the Company during regular business hours for any period, at the cost of the Member conducting such audit unless otherwise agreed by the Members.

(e) On the written request by any Member, the Company shall provide to the requesting Member without charge true copies of:

(1) the Certificate of Formation and this Agreement and all amendments or restatements; and

(2) any tax returns of the Company.

12.2 METHOD. Whenever by statute or the Certificate of Formation or this Agreement, notice is required to be given to any Member of the Company, and no provision is made as to how the notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing postage prepaid, addressed to the Company, or Member at the address appearing on the books of the Company, or by any other method permitted by law. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is deposited in the United States mails.

12.3 TAX MATTERS.

(a) TAX MATTERS MEMBER. KLT is hereby designated as the "TAX MATTERS MEMBER" of the Company in accordance with Section 6231(a)(7) of the Code and shall serve in such capacity until the Members determine otherwise. Should the unified audit rules of subchapter C of Chapter 63 of Subtitle F of the Code be applicable, the Tax Matters Member shall: (i) take such action as may be necessary to cause each of the other Members to become a notice partner within the meaning of Section 6223 of the Code, (ii) keep each of the other Members fully advised of the progress of any audit, (iii) promptly notify each of the other Members of any audit adjustments proposed by the Internal Revenue Service, or other taxing authority, provide a copy of such materials to

each of the other Members, and (v) not enter into a settlement agreement pursuant to Section 6224 of the Code without obtaining the prior Consent of all Members. The Tax Matters Member shall be reimbursed by the Company for any reasonable expenses incurred by the Tax Matters Member, or on that Member's behalf, in such Member's capacity as the Tax Matters Member.

(b) ELECTIONS. The Tax Matters Member shall make all elections and other determinations for federal, state, local and foreign tax purposes, on behalf of the Company.

12.4 SEAL. The Company shall have no seal.

12.5 AMENDMENTS. This Agreement may be altered or repealed only by unanimous Consent of all the Members.

12.6 HEADINGS. The headings used in this Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

12.7 CONSTRUCTION. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of this Agreement shall be invalid or inoperative, then, so far as is reasonable and possible:

(a) the remainder of this Agreement shall be considered valid and operative; and

(b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

12.8 DISCLAIMER OF PUNITIVE DAMAGES. No Member shall be entitled to recover punitive or exemplary damages from any other Member, whether acting in its capacity as Manager or otherwise in connection with this Agreement.

12.9 TAXABLE AS A PARTNERSHIP. The Company will constitute a partnership for federal income tax purposes. The Company shall prepare or cause to be prepared all necessary tax reports and other information required by the Internal Revenue Service and a report for income tax purposes to each Member of its distributive share of items of income, gain, loss, deduction and credit.

12.10 CHARGES FOR SERVICES TO MEMBERS FOLLOWING A CHANGE OF CONTROL. Unless otherwise agreed in writing by all Members, in the event there is a Change of Control with respect to the Manager, from that point forward the Company may not charge an amount in excess of \$0.30 per Mcf to a Member or its Affiliate, for gathering and other related services contemplated hereunder in connection with the gathering, compressing, processing and treating of the Member or Affiliate's share of any gas produced from a well or wells in which such Member or its Affiliate owns an interest and which are subject to the Participation Agreement.

IN WITNESS WHEREOF all of the Members of the Company have executed this Agreement as of the Effective Date.

BANDERA PETROLEUM EXPLORATION, L.L.C.

By: /s/M. G. Whitmire
Name: M. G. Whitmire
Title: Managing Member

KLT GAS, INC.

By: /s/Charley W. Dein
Name: Charley W. Dein
Title: Executive Vice President of Operations

Articles of Incorporation For
A Close Corporation
(Submitted in duplicate)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a statutory close corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

Article One

The name of the corporation is KLT Gas Operating Company and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Corporation Service Company
dba CSC-Lawyers Incorporation Service Company
221 Bolivar Street
Jefferson City, MO 65101

Article Three

(A) The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue are as follows: 1,000 shares of no par common stock

(B) The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

None.

Article Four

(A) The transfer of shares by a living shareholder are as follows:

1. Governed by section 351.770; or
2. Stated as follows (state conditions for transfer):

There are no conditions or restrictions on the transfer of shares by a living shareholder.

(B) The transfer of shares of a deceased shareholder are as follows:

1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

2. Governed by the following conditions:

There are no conditions or restrictions on the transfer of shares of a deceased shareholder.

Article Five

The name and place of residence of each incorporator is as follows:

Mark G. English 8504 Richards Road Lenexa, KS 66215

Article Six

(X) The corporation does not have a board of directors; or

() The number of directors to constitute the first board of directors is _____. Thereafter the number of directors shall be fixed by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

() The number of directors to constitute the board of directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The persons to constitute the first board of directors may, but need not, be named.)

Article Seven

The duration of the corporation is: perpetual

Article Eight

The corporation is formed for the following purposes:

To operate, manage and maintain oil and gas interests, leases

and other properties. and to do all things related or incident thereto, and for all other purposes as are lawful for a close corporation under Missouri law.

Article Nine

This close corporation shall be dissolved in the following manner (complete both A & B):

(A) The following shareholder or shareholders have authority to dissolve the corporation (indicate all if all have authority and the percentage of votes required to vote on the dissolution, otherwise list names of individual shareholders with authority to dissolve):

KLT Gas Inc.

(B) The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here (x)); or
2. Upon the occurrence or the following specified event(s) or contingency(ies):

Article Ten

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation. (351.760, RSMo)

Article Eleven

(Any additional optional statements)

The incorporator has the power and authority to accept, on behalf of the corporation, stock subscriptions from the initial shareholders, to cause corporation to issue shares of stock pursuant to such subscriptions, and to execute on behalf of the corporation the certificates evidencing shares of stock.

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

n/a

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

/s/Mark G. English	Mark G. English	10 May 99
Signature of Incorporators	Printed or Typed	Date of Signature

Name of Incorporators

KLT GAS OPERATING COMPANY

BYLAWS

DATED June 21, 1999

KLT GAS OPERATING COMPANY

BYLAWS

ARTICLE I

Offices

Section 1. The registered office of the Corporation in the State of Missouri shall be at Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 221 Bolivar Street Jefferson City MO 65101.

Section 2. The Corporation also may have offices at such other places either within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

Shareholders

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Failure to comply with the requirements of this Section

shall not affect the validity of any action taken at any such meeting.

Section 7. Each outstanding share entitled to vote under the provisions of the Certificate of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

Board of Directors

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as Adesignated directors@.

Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

ARTICLE IV

Officers

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same

person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

ARTICLE V

Powers and Duties of Officers

Section 1. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time. The President shall preside at all meetings of the shareholders.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders. He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

Certificates of Stock

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

Dividends

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

Fiscal Year

Section 1. The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX

Waiver of Notice

Whenever by statute or by the Certificate of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

Indemnification by the Corporation

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a shareholder, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

Amendments

The shareholders may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

ARTICLES OF ORGANIZATION
OF
PATRICK GAS, LLC

To: THE OKLAHOMA SECRETARY OF STATE
2300 N. Lincoln Blvd., 101 State Capitol
Oklahoma City, Oklahoma 73105-4560
(405) 522-4560

The undersigned, for the purpose of forming a limited liability company pursuant to the provisions of 18 O.S., Section 2004, of the Oklahoma Limited Liability Company Act (the "Act"), does hereby execute the following Articles of Organization:

FIRST. The name of the limited liability company is Patrick Gas, LLC (the "Company").

SECOND. The street address of the principal place of business of the Company in the State of Oklahoma is: Two Warren Place, 6120 S. Yale, Suite 810, Tulsa, Oklahoma 74136.

THIRD. The name and address of the resident agent of the Company in the State of Oklahoma is: Patrick Energy Corp., Attn: Mark A. Patrick, Two Warren Place, 6120 S. Yale, Suite 810 Tulsa, Oklahoma 74136.

FOURTH. The limited liability company is to have perpetual existence.

FIFTH. The purpose for which the Company is formed is the transaction of any or all lawful business for which limited liability companies may be organized under the Act.

IN WITNESS WHEREOF, these Articles of Organization have been executed on the 12th day of January, 2000, by the undersigned.

SOLE ORGANIZER

By:/s/Donald S. Smith
Pray, Walker, Jackman, Williamson & Marlar
900 ONEOK Plaza
Tulsa, Oklahoma 74102

AMENDED ARTICLES OF ORGANIZATION
OF AN
OKLAHOMA LIMITED LIABILITY COMPANY

TO: OKLAHOMA SECRETARY OF STATE
2300 N. Lincoln Blvd.,
101 State Capitol Building
Oklahoma City, Oklahoma 73105-4897
(405) 5224560

The undersigned, for purpose of amending the articles of organization of an Oklahoma limited liability company pursuant to the provisions of Title 18, Section 2011. does hereby execute the following amended articles:

1. (A) The name of the limited liability company: Patrick Gas, LLC.

(B) The name of the limited liability company has been changed to:

Patrick KLT Gas, LLC

2. The date of filing of the original articles of organization: January 13, 2000.

3. The street address of its principal place of business in this state:

Two Warren Place Tulsa Oklahoma 74136
61205 Yale
Suite 810

Street address City State Zip Code

4. The name and address of the registered agent in the state of Oklahoma:

Patrick Energy Corp., Two Warren Place, Tulsa OK 74136
Attn: Mark A. Patrick 61205. Yale,

Suite 810

Name Street Address City State Zip Code

(P.O. BOXES ARE NOT ACCEPTABLE)

5. Set forth clearly any and all amendments to the articles of organization:

"FIRST. The name of the limited liability company is Patrick KLT Gas, LLC (the "Company")."

Amended Articles of Organization must be signed by a manager.

Dated: January 17, 2000

Manager: Patrick Energy Corp.

By: /s/Mark A. Patrick
Mark A. Patrick, Vice President

MEMBERS' AGREEMENT
OF THE MEMBERS OF
PATRICK KLT GAS, LLC

MEMBERS' AGREEMENT
OF THE MEMBERS OF
Patrick KLT Gas, LLC

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MEMBERS' AGREEMENT
OF THE MEMBERS OF
Patrick KLT Gas, LLC
An Oklahoma Limited Liability Company

This Members' Agreement (the "Agreement") is made as of January 14, 2000 between Patrick Energy Corp., a Michigan corporation ("Patrick"), the address of which is 6120 South Yale, Suite 810, Tulsa, Oklahoma 74136 and KLT Gas Inc., a Missouri corporation ("KLT Gas"), the address of which is 1201 Walnut, Kansas City, Missouri 64106.

RECITALS

A. Patrick owns or controls or is under contract to purchase certain properties in Haskell, Hughes, Latimer, LeFlore, McIntosh, Muskogee, Nowata, Okmulgee, Osage, Pittsburg, Rogers, and Washington Counties, Oklahoma, and Montgomery County, Kansas which properties are described in Exhibit A.

B. KLT Gas wishes to participate with Patrick in the exploration, development and production of oil and gas resources, more specifically coalbed methane gas within the Properties and the gathering of gas and the acquisition of producing and non-producing oil and gas leases.

C. Patrick and KLT Gas wish to form and operate a limited liability company under the Oklahoma Limited Liability Company Act, 18 O.S. 2000 et seq. (the "Act"), to own the Properties and conduct the operations thereon contemplated by Recital B. The name of the limited liability company shall be Patrick KLT Gas, LLC and its affairs shall be governed by that certain Operating Agreement of Patrick KLT Gas, LLC, dated as of January 14, 2000 (the "Operating Agreement").

NOW THEREFORE, in consideration of the covenants and conditions contained herein, Patrick and KLT Gas agree as follows:

ARTICLE I DEFINITIONS AND CROSS-REFERENCES

1.1 Definitions. The terms defined herein shall have the defined meaning wherever used in this Agreement. Capitalized terms used but not defined in this Agreement shall have the meanings given thereto in the Operating Agreement or Exhibit D thereto.

1.2 Cross References. References to exhibits are to Exhibits of the Operating Agreement. References to "Articles," "Sections" and "Subsections" refer to Articles, Sections and Subsections of this Agreement unless indicated otherwise. References to "Paragraphs" and "Subparagraphs" refer to paragraphs and subparagraphs of the referenced Exhibits.

ARTICLE II CERTAIN MATTERS CONCERNING CONTRIBUTIONS BY MEMBERS

2.1 Initial Capital Contribution. The initial capital Contribution shall be as set forth in Section 3.1 of the Operating Agreement.

2.2 Additional Contributions. The Members, subject to any election permitted by Section 10.5(a) of the Operating Agreement, shall be obligated to contribute funds to the Company to fund adopted Programs and Budgets in proportion to their respective Ownership Interests. Notwithstanding the foregoing or anything contained in the Operating Agreement, except the technical review, occurring after six months, provided for in Section 10.3, each party hereto agrees that each party will participate in the first two Programs on an equal basis for the drilling of up to 220 wells and agrees to the expenditure of Ten Million Dollars (\$10,000,000) with Patrick contributing Two Million One Hundred and Fifty Thousand Dollars (\$2,150,000), KLT Gas contributing Five Million Dollars (\$5,000,000) and Two Million Eight Hundred and Fifty Thousand (\$2,850,000) coming from the Company attributable to Patrick because of its disproportionate initial capital Contribution.

2.3 Emergency or Unexpected Expenditures. In case of emergency, the Manager may take any reasonable action it deems necessary to protect life or property, to protect the Assets or to comply with Laws. The Manager may make reasonable expenditures on behalf of the Members for unexpected events that are beyond its reasonable control and that do not result from a breach by it of its standard of care. The Manager shall promptly notify the Members of the emergency or unexpected expenditure, and the Manager shall be reimbursed for all resulting costs by the Members in proportion to their respective Ownership Interests.

ARTICLE III REPRESENTATIONS AND WARRANTIES; TITLE TO ASSETS; INDEMNITIES

3.1 Representations and Warranties of the Members. As of the date hereof, each Member warrants and represents to the other that:

(a) it is a corporation duly organized and in good standing in its state of incorporation and is qualified to do business and is in good standing in those states where necessary in order to carry out the purposes of this Agreement;

(b) it has the capacity to enter into and perform this Agreement and all transactions contemplated herein and that all corporate, board of directors, shareholder, and other actions and consents required to authorize it to enter into and perform this Agreement have been properly taken;

(c) it will not breach any other agreement or arrangement by entering into or performing this Agreement;

(d) it is not subject to any governmental order, judgment, decree, debarment, sanction or Laws that would preclude the permitting or implementation of Operations under this Agreement;

(e) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms; and

(f) after the assignment of the interests described in Exhibit A hereto, and not as of the date hereof, neither party owns any oil, gas or mineral interest (including coalbed methane) in the Area of Interest.

3.2 Representations and Warranties of Patrick. As of the date hereof, Patrick makes the following representations and warranties to KLT Gas:

(a) Patrick makes no warranty of title except that it has neither mortgaged, hypothecated nor made a prior conveyance of its interest in the Contracts or the leases described in Exhibit A.

(b) Patrick has delivered to or made available for inspection by KLT Gas all Existing Data in its possession or control, and copies of all leases or other contracts relating to the Properties.

(c) With respect to the Properties, to Patrick's knowledge, there are no pending or threatened actions, suits, claims or proceedings, except as set forth in the Contracts or otherwise in Exhibit A to the Operating Agreement.

(d) Except as to matters otherwise disclosed in writing to KLT Gas prior to the date hereof,

(i) to Patrick's knowledge, the conditions existing on or with respect to the Properties and its ownership and operation of the Properties are not in violation of any Laws nor causing or permitting any damage or impairment to the health, safety, or enjoyment of any person at or on the Properties or in the general vicinity of the Properties;

(ii) to Patrick's knowledge, there have been no past violations by it or by any of its predecessors in title of any Environmental Laws or other Laws affecting or pertaining to the Properties, nor any past creation of damage or threatened damage to the air, soil, surface waters, groundwater, flora, fauna, or other natural resources on, about or in the general vicinity of the Properties; and

(iii) Patrick has not received inquiry from or notice of a pending investigation from any governmental agency or of any administrative or judicial proceeding concerning the violation of any Laws.

The representations and warranties set forth above shall survive the execution and delivery of any documents of Transfer provided under this Agreement. For a representation or warranty made to a Member's "knowledge," the term "knowledge" shall mean actual knowledge on the part of the officers, employees, and agents of the representing Member.

3.3 Disclosures. Each of the Members represents and warrants that it is unaware of any material facts or circumstances that have not been disclosed in this Agreement or the Operating Agreement which should be disclosed to the other Member in order to prevent the representations and warranties in this Article or Article VI of the Operating Agreement from being materially misleading. Patrick has disclosed to KLT Gas all information it believes to be relevant concerning the Assets and has provided to or made available for inspection by KLT Gas all such information, but does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information (except as provided in Section 3.2) or as to the boundaries, reserves or value of the Assets. Each Member represents to the other that in negotiating and entering into this Agreement and the Operating Agreement it has relied solely on its own appraisals and estimates as to the value of the Assets and upon its own geologic and engineering interpretations related thereto, and KLT Gas is aware that:

(a) in Oklahoma the law is unsettled as to the ownership of the coalbed methane gas where minerals have been severed from the surface estate and that some leases included in the Properties have been taken from owners of severed minerals and curative work needs to be completed; and

(b) in Oklahoma the law is unsettled as to the ability of the lessee to charge gas transportation costs to the lessor where the lease fails to allow for the cost, and that some leases specifically prohibit the transportation costs, and some leases may not contain sufficient language to collect such costs.

3.4 Loss of Title. Any failure or loss of title to the Assets, and all costs of defending title, shall be charged to

the Business Account, except that in the event of costs or losses arising out of or resulting from any breach of the representations and warranties of Patrick or KLT Gas as to title, the breaching Member shall indemnify the non-breaching Member for such costs and losses.

3.5 Limitation of Liability. The Members shall not be required to make any contribution to the capital of the Company except as otherwise provided in this Agreement, nor shall the Members in their capacity as Members or Manager be bound by, or liable for, any debt, liability or obligation of the Company whether arising in contract, tort, or otherwise. The foregoing shall not limit any obligation of a Member to indemnify the other Member as expressly provided by this Agreement. The Members shall be under no obligation to restore a deficit Capital Account upon the dissolution of the Company or the liquidation of any of their Ownership Interests. Any obligation herein to contribute capital to the Company may be compromised by the Members, including by payments by an obligated Member directly to the other Member.

3.6 Indemnification.

(a) Each Member shall indemnify the other Member, its directors, officers, employees, agents and attorneys, and Affiliates or successors, assigns and Related Parties (collectively "Indemnified Party") from and against the entire amount of any Material Loss. A "Material Loss" shall mean all direct and indirect costs, expenses, damages or liabilities, including attorneys' fees and other costs of litigation (either threatened or pending) arising out of or based on a breach by a Member ("Indemnifying Party") of any representation, warranty or covenant contained in this Agreement or the Operating Agreement, including without limitation:

(i) any action taken for or obligation or responsibility assumed on behalf of the Company or another Member by a Member or any of its directors, officers, employees, agents and attorneys, or Affiliates, in violation of Section 5.1 of the Operating Agreement;

(ii) failure of a Member or its Affiliates to comply with the non-compete or Area of Interest provisions of Article VI hereof;

(iii) any Transfer that causes termination of the tax partnership established by Section 5.2 of the Operating Agreement, against which the transferring Member shall indemnify the non-transferring Member as provided in Subsection 7.2(e) of the Operating Agreement and Article V of Exhibit C; and

(iv) failure of a Member or its Affiliates to comply with the preemptive right under Sections 7.3 and 7.4 of the Operating Agreement.

A Material Loss shall not be deemed to have occurred until an Indemnified Party incurs losses, costs, damages or liabilities in excess of Two Hundred and Fifty Thousand Dollars (\$250,000) relating to breaches of warranties, representations and covenants contained in this Agreement and the Operating Agreement, in the aggregate. Each Member's aggregate liability to all Indemnified Parties under this Section for breaches of the representations in Articles II and III hereof shall not, however, exceed Five Million Dollars (\$5,000,000).

(b) If any claim or demand is asserted against an Indemnified Party in respect of which such Indemnified Party may be entitled to indemnification under this Agreement, written notice of such claim or demand shall promptly be given to the Indemnifying Party. The Indemnifying Party shall have the right, but not the obligation, by notifying the Indemnified Party within thirty (30) days after its receipt of the notice of the claim or demand, to assume the entire control of (subject to the right of the Indemnified Party to participate, at the Indemnified Party's expense and with counsel of the Indemnified Party's choice), the defense, compromise, or settlement of the matter, including, at the Indemnifying Party's expense, employment of counsel of the Indemnifying Party's choice. Any damages to the assets or business of the Indemnified Party caused by a failure by the Indemnifying Party to defend, compromise, or settle a claim or demand in a reasonable and expeditious manner requested by the Indemnified Party, after the Indemnifying Party has given notice that it will assume control of the defense, compromise, or settlement of the matter, shall be included in the damages for which the Indemnifying Party shall be obligated to indemnify the Indemnified Party. Any settlement or compromise of a matter by the Indemnifying Party shall include a full release of claims against the Indemnified Party which have arisen out of the indemnified claim or demand.

ARTICLE IV INTERESTS OF MEMBERS

4.1 Continuing Obligations. On dissolution of the Company under Section 14.1 of the Operating Agreement, each Member shall remain liable for its respective share of

liabilities to third parties (whether such arises before or after such dissolution). In the event of the resignation of a Member pursuant to Section 14.2 of the Operating Agreement, the resigning Member's share of such liabilities shall be equal to its Ownership Interest at the time such liability was incurred (or, as to liabilities arising prior to the date hereof, its initial Ownership Interest).

4.2 Grant of Lien and Security Interest.

(a) Subject to Section 4.3 hereof, each Member grants to the other Member a lien upon and a security interest in its Ownership Interest, including all of its right, title and interest in the Assets, whenever acquired or arising, and the proceeds from and accessions to the foregoing.

(b) The liens and security interests granted by Subsection 4.2(a) hereof shall secure every obligation or liability of the Member granting such lien or security interest to the other Member created under this Agreement or the Operating Agreement, including the obligation to repay a Cover Payment in accordance with Section 11.4 of the Operating Agreement. Each Member hereby agrees to take all action necessary to perfect such lien and security interest and hereby appoints the other Member its attorney-in-fact to execute, file and record all financing statements and other documents necessary to perfect or maintain such lien and security interest.

4.3 Subordination of Interests. Each Member shall, from time to time, take all necessary actions, including execution of appropriate agreements, to pledge and subordinate its Ownership Interest, any liens it may hold which are created under this Agreement other than those created pursuant to Section 4.2 hereof, and any other right or interest it holds with respect to the Company and the Assets (other than any statutory lien of the Manager) to any secured borrowings for Operations approved by the Management Committee, including any secured borrowings relating to Project Financing, and any modifications or renewals thereof. Provided, however, under no circumstances shall the subordination required hereunder affect the priority of any lien or security interest granted by a Member to its lender or granted by the Company to the lender of a Member as contemplated by Section 7.2(g) of the Operating Agreement.

ARTICLE V RELATIONSHIP OF THE MEMBERS

5.1 Transfer or Termination of Rights. Neither Member shall Transfer all or any part of its rights or obligations under this Agreement, except in conjunction with a transfer or termination of the Member's Ownership Interest permitted by the Operating Agreement. Neither Member shall Transfer all or any part of its rights or obligations under the Operating Agreement, except in conjunction with a transfer or termination of its rights under this Agreement. Any such permitted assignment shall be subject to the consent requirements of Section 7.2 of the Operating Agreement.

5.2 Abandonment and Surrender of Properties. The Member that desires to abandon or surrender all or part of the Properties pursuant to Section 12.2 of the Operating Agreement shall remain liable to the other Member for its share (determined by its Ownership Interest as of the date of such abandonment) of any liability with respect to such Properties, including, without limitation, Continuing Obligations, and Environmental Liabilities, whether accruing before or after such abandonment, arising out of activities prior to the date hereof and out of Operations conducted prior to the date of such abandonment, regardless of when any funds may be expended to satisfy such liability.

5.3 Supplemental Business Arrangement. The Members hereby agree that in the event of a Supplemental Business Arrangement pursuant to Section 10.7 of the Operating Agreement, this Agreement shall apply mutatis mutandis to such business in the same manner as to the Operating Agreement.

5.4 Implied Covenants. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

5.5 No Third Party Beneficiary Rights. This Agreement shall be construed to benefit the Members and their respective successors and assigns only, and shall not be construed to create third party beneficiary rights in any other party, expressly including the Company, or in any governmental organization or agency, except to the extent required to permit indemnification of a non-Member's Indemnified Party pursuant to Subsection 3.6(a) hereof.

ARTICLE VI ACQUISITIONS WITHIN AREA OF INTEREST

6.1 General. Any interest or right to acquire any interest in real or personal property within the Area of

Interest either acquired or proposed (pursuant to a draft term sheet or draft purchase agreement) to be acquired during the term of this Agreement by or on behalf of either Member ("Acquiring Member") or any Affiliate of such Member shall be subject to the terms and provisions of this Agreement and the Operating Agreement. Patrick and KLT Gas and their respective Affiliates for their separate account shall be free to acquire leases and mineral interests in lands outside the Area of Interest. Failure of any Affiliate of either Member to comply with this Article shall be a breach by such Member of this Agreement.

6.2 Notice to Non-Acquiring Member. Within thirty (30) days after the acquisition or proposed acquisition, as the case may be, of any interest or the right to acquire any interest in real property wholly or partially within the Area of Interest (except real property acquired by the Manager pursuant to a Program), the Acquiring Member shall notify the other Member of such acquisition by it or its Affiliate; provided that if the acquisition of any interest or right to acquire any interest pertains to real property partially within the Area of Interest, then all such real property (i.e., the part within the Area of Interest and the part outside the Area of Interest) shall be subject to this Article. The Acquiring Member's notice shall describe in detail the acquisition, or the proposed acquisition, the selling party or proposed offeree, the acquiring party if that party is an Affiliate, the lands and minerals covered thereby, any water rights related thereto, the cost, obligations and other liabilities thereof, and the reasons why the Acquiring Member believes that the acquisition (or proposed acquisition) of the interest is in the best interests of the Members under this Agreement. In addition to such notice, the Acquiring Member shall make any and all information concerning the relevant interest available for inspection by the other Member.

6.3 Option Exercised. Within sixty (60) days after receiving the Acquiring Member's notice, the other Member may notify the Acquiring Member of its election to accept a proportionate interest in the acquired interest equal to its Ownership Interest. Promptly upon such notice, the Acquiring Member shall convey or cause its Affiliate to convey to the Members in proportion to their respective Ownership Interests or to the Company (as agreed by the Members), by assignment of the Acquiring Member's (or its Affiliate's) interest in such acquired interest, free and clear of all Encumbrances arising by, through or under the Acquiring Member (or its Affiliate) other than those to which both Members have agreed. Immediately upon such notice, the acquired interest either shall be subject to a Supplemental Business Arrangement, or if conveyed to the Company, shall become a part of the Properties for all purposes of this Agreement and the Operating Agreement. The other Member shall promptly pay to the Acquiring Member its proportionate share of the latter's actual out-of-pocket acquisition costs.

6.4 Option Not Exercised. If the other Member does not give such notice within the sixty (60) day period set forth in Section 6.3 hereof, it shall have no interest in the acquired interests, and the acquired interests shall not be a part of the Assets or be subject to this Agreement or the Operating Agreement. Provided however, if the Acquiring Member does not consummate a proposed acquisition upon substantially the same terms as described in the Notice given under Section 6.2, then the Acquiring Member shall offer the other Member the right to participate in the consummated acquisition under this Article VI as if the offer to participate in the proposed acquisition had not been made. "Substantially," as used in the preceding sentence shall mean an increase or decrease in cash consideration or in the non-cash consideration (considered separately and not in aggregate) of at least 5%. Provided further, if an Acquiring Member makes an acquisition which is required to be offered to the other Member under this Article VI, but fails to do so, the Acquiring Member holds the interest that should have been offered to the other Member in trust for the other Member, subject only to the payment of its proportionate share of the purchase price, without interest.

6.5 Non-Compete Covenants. Neither a Member that resigns pursuant to Section 14.2 of the Operating Agreement, or is deemed to have resigned pursuant to the Operating Agreement, nor any Affiliate, successor, assignee or agent of such a Member, shall directly or indirectly acquire any interest or right in any property any part of which is within the Area of Interest for twenty-four (24) months after the effective date of resignation. If a resigning Member, or the Affiliate of a resigning Member, breaches this Section, such Member shall be obligated to offer to convey to the non-resigning Member, without cost or Encumbrance, any such property or interest so acquired (or ensure its Affiliate offers to convey the property or interest to the non-resigning Member, if the acquiring party is the resigning Member's Affiliate). Such offer shall be made in writing and can be accepted by the non-resigning Member at any time within ten (10) days after the offer is received by such non-resigning Member. Failure of a Member's Affiliate to comply with this Section shall be a breach by such Member of this Agreement.

7.1 Governing Law. Except for matters of title to the Properties or their Transfer, which shall be governed by the law of their situs, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without regard for any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction.

7.2 Forum Selection. The Members (subject to actual receipt of service of process) consent and submit to the exclusive venue and jurisdiction in any state or federal court in and for the City of Oklahoma City, State of Oklahoma, and the service of process under applicable provisions of the laws of the State of Oklahoma in any action commenced relating to this Agreement or the transactions contemplated hereby.

7.3 Arbitration. (a) In the event of any disagreement between the Members over the construction, application (including whether conditions precedent to arbitration have occurred), breach, termination, validity or interpretation of the Agreement ("Dispute"), the Members agree promptly to seek to resolve such Dispute by negotiations between senior executives of the Members. All negotiations and communications pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and state rules of evidence. If the Dispute has not been resolved within forty-five (45) days after the date one Member requests resolution of a Dispute as provided in this Section 7.3, either Member may initiate arbitration pursuant to this Agreement. "Resolved" means that both Members have agreed to a disposition of the Dispute; a Dispute has not been resolved within the meaning of this subparagraph if one Member denies the existence of a Dispute or refuses to participate in the process described in this Section 7.3.

(b) Any Dispute submitted to arbitration pursuant to subparagraph (a) shall be submitted to binding arbitration, before a single arbitrator, in accordance with the following provisions. Arbitration shall be the sole and exclusive remedy of the Members in connection with any Dispute or Disputes hereunder.

(i) The arbitrator appointed under this Agreement shall be an executive or former executive of an exploration and production company, and shall have had at least 15 years of experience in the oil and gas business.

(ii) The Member desiring to initiate arbitration shall send, via certified mail, written notice of demand of arbitration to the other Member and the names of one or more proposed arbitrators together with a statement of the matter in controversy.

(iii) Within thirty (30) days after receipt of such demand, the receiving Member shall either agree to one of the arbitrators proposed by the other Member, or propose one or more arbitrators. If the receiving Member fails or refuses to agree to or propose an arbitrator within such 30-day period or if the Members cannot agree on an arbitrator, within sixty (60) days after receipt of such demand, all Disputes shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered the arbitrator may be entered in any court having jurisdiction thereof.

(iv) The arbitrator may hire, at the expense of the Members, legal, accounting, geological, engineering or other consultants the arbitrator believes are necessary or useful.

(v) Adherence to formal rules of evidence shall not be required. The arbitrator shall consider any evidence and testimony that it determines to be relevant.

(vi) The arbitrator shall render their decision within thirty (30) calendar days following the conclusion of the hearing. The arbitrator shall have the authority to determine the scope of the arbitrator's authority, the Dispute, including any other Disputes arising in the course of the arbitration, and the damages, if any, to which any Member may be entitled.

(vii) Any decision by the arbitrator shall be final, binding and non-appealable. Any such decision may be filed in any court of competent jurisdiction and may be enforced by any Member as a final judgment in such court. There shall be no grounds for appeal of any arbitration award hereunder.

(viii) The arbitration proceedings shall be conducted in Oklahoma City, Oklahoma.

(ix) Limited civil discovery shall be permitted for the production of documents and taking of depositions.

(x) All civil discovery shall be governed by the Oklahoma Rules of Civil Procedure. All issues regarding information with discovery requests shall be decided by the

arbitrator.

(xi) The arbitrator has no authority to award punitive damages or any other damages not measured by the prevailing Member's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this agreement.

(xii) The award of the arbitrator may, but is not required to be, accompanied by a reasoned opinion.

(xiii) Neither Member nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Members.

(xiv) The arbitrator may award to the prevailing Member, if any, as determined by the arbitrator, all or some portion of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, telephone, court costs, witness fees, and attorneys' fees. Notwithstanding the foregoing, each Member shall pay, within 15 days of being billed by the arbitrator, one-half of the total amounts billed by the arbitrator to both Members for arbitration fees, services and expenses incurred by the arbitrator; it is expected that the arbitrator will bill on a monthly basis, but actual billing shall be as determined by the arbitrator.

ARTICLE VIII GENERAL PROVISIONS

8.1 Notices. All notices, payments and other required or permitted communications ("Notices") to either Member shall be in writing, and shall be addressed respectively as follows:

If to Patrick: Patrick Energy Corp.
6120 S. Yale, Suite 810
Tulsa, Oklahoma 74136
Attention: Mark A. Patrick
Telephone: (918) 477-7755
Facsimile: (918) 491-6680

With a Copy to: Chester, Willcox, and Saxbe, LLP
17 South High Street, Suite 900
Columbus, Ohio 43215
Attention: J. Richard Emens
Telephone: (614) 221-4000
Facsimile: (614) 221-4012

If to KLT Gas: Mr. David B. Jensen
Vice President, Operations
KLT Gas Inc.
1201 Walnut
Kansas City, Missouri 61406
dbj6606@kcpl.com
Telephone: (816) 556-2887
Facsimile: (816) 556-2337

With a Copy to: H. Martin Gibson
Winstead Sechrest & Minick, P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270-2199
mgibson@winstead.com
Telephone: (214) 745-5149
Facsimile: (214) 745-5390

All Notices shall be given (a) by personal delivery to the Member; (b) by electronic communication, capable of producing a printed transmission, such as facsimile or electronic mail, and followed by mail with a copy of the date and time verification; (c) by registered or certified mail return receipt requested; or (d) by overnight or other express courier service. All Notices shall be effective and shall be deemed given on the date of receipt at the principal address if received during normal business hours, and, if not received during normal business hours, on the next business day following receipt, or if by electronic communication, on the date of such communication. Either Member may change its address by Notice to the other Member.

8.2 Gender. The singular shall include the plural, and the plural the singular wherever the context so requires, and the masculine, the feminine, and the neuter genders shall be mutually inclusive.

8.3 Currency. All references to "dollars" or "\$" herein shall mean lawful currency of the United States of America.

8.4 Headings. The subject headings of the Sections and Subsections of this Agreement and the Paragraphs and Subparagraphs of the Exhibits to this Agreement are included for

purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

8.5 Waiver. The failure of either Member to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such Member's right thereafter to enforce any provision or exercise any right.

8.6 Modification. No modification of this Agreement shall be valid unless made in writing and duly executed by both Members.

8.7 Force Majeure. Except for the obligation to make payments when due hereunder, the obligations of a Member shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation, labor disputes (however arising and whether or not employee demands are reasonable or within the power of the Member to grant); acts of God; Laws, instructions or requests of any government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of Environmental Laws; action or inaction by any federal, state or local agency that delays or prevents the issuance or granting of any approval or authorization required to conduct Operations beyond the reasonable expectations of the Member seeking the approval or authorization; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; delay or failure by suppliers or transporters of oil or gas (including gathering and pipelines), and of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; actions by native rights groups, environmental groups, or other similar special interest groups; or any other cause whether similar or dissimilar to the foregoing, but not including low prices. The affected Member shall promptly give notice to the other Member of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, and the expected duration thereof. The affected Member shall resume performance as soon as reasonably possible. During the period of suspension the obligations of both Members to advance funds pursuant to Article II hereof shall be reduced to levels consistent with then current Operations.

8.8 Rule Against Perpetuities. The Members do not intend that there shall be any violation of the Rule Against Perpetuities, the Rule Against Unreasonable Restraints on the Alienation of Property, or any similar rule. Accordingly, if any right or option to acquire any interest in the Properties, in an Ownership Interest, in the Assets, or in any real property exists under this Agreement, such right or option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable rules. If, however, any such violation should inadvertently occur, the Members hereby agree that a court shall reform that provision in such a way as to approximate most closely the intent of the Members within the limits permissible under such rules.

8.9 Further Assurances. Each of the Members shall take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement or as may be reasonably required by lenders in connection with Project Financing.

8.10 Entire Agreement; Successors and Assigns. This Agreement and the Operating Agreement, with the Exhibits thereto, between Patrick and KLT Gas, dated January 14, 2000, contain the entire understanding of the Members and supersedes all prior agreements and understandings between the Members relating to the subject matter hereof; provided that nothing in this Section 8.10 modifies or affects the Operating Agreement and the Members' obligations thereunder. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Members.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, and it shall not be necessary that the signatures of both Members be contained on any counterpart. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Patrick Energy Corp.

By: /s/Mark Patrick
Name: Mark Patrick
Title: Vice President

KLT Gas Inc.

By: /s/David M. McCoy
Name: David M. McCoy
Title: President

OPERATING AGREEMENT
OF
PATRICK KLT GAS, LLC

OPERATING AGREEMENT
OF
PATRICK KLT GAS, LLC

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SCHEDULE

Schedule of Members

OPERATING AGREEMENT
OF
Patrick KLT Gas, LLC
An Oklahoma Limited Liability Company

This Limited Liability Company Operating Agreement is made as of January 14, 2000 ("Effective Date") between Patrick Energy Corp., a Michigan corporation ("Patrick"), the address of which is 6120 South Yale, Suite 810, Tulsa, Oklahoma 74136 and KLT Gas Inc., a Missouri corporation ("KLT Gas"), the address of which is 1201 Walnut, Kansas City, Missouri 64106.

RECITALS

A. Patrick owns or controls certain properties in Haskell, Hughes, Latimer, LeFlore, McIntosh, Muskogee, Nowata, Okmulgee, Osage, Pittsburg, Rogers, and Washington Counties, Oklahoma, and Montgomery County, Kansas, which properties are described in Exhibit A and defined in Exhibit D.

B. KLT Gas wishes to participate with Patrick in the exploration, development and production of oil and gas resources, more specifically coalbed methane gas within the Properties and

the gathering of gas and the acquisition of producing and non-producing oil and gas leases.

C. Patrick and KLT Gas wish to form and operate a limited liability company under the Oklahoma Limited Liability Company Act, 18 O.S. 2000 et seq. (the "Act"), to own the Properties and conduct the operations thereon contemplated by Recital B.

NOW THEREFORE, in consideration of the covenants and conditions contained herein, Patrick and KLT Gas agree as follows:

ARTICLE I DEFINITIONS AND CROSS-REFERENCES

1.1 Definitions. The terms defined in Exhibit D and elsewhere herein shall have the defined meaning wherever used in this Agreement, including in Exhibits.

1.2 Cross References. References to "Exhibits," "Articles," "Sections" and "Subsections" refer to Exhibits, Articles, Sections and Subsections of this Agreement. References to "Paragraphs" and "Subparagraphs" refer to paragraphs and subparagraphs of the referenced Exhibits.

ARTICLE II NAME, PURPOSES AND TERM

2.1 Formation. The Company has been duly organized pursuant to the Act and the provisions of this Agreement as an Oklahoma limited liability company by the filing of its Articles of Organization (as defined in the Act) in the Office of the Secretary of the State of Oklahoma effective as of January 13, 2000.

2.2 Name. The name of the Company is "Patrick KLT Gas, LLC" and such other name or names complying with the Act, as the Manager shall determine. The Manager shall accomplish any filings or registrations required by jurisdictions in which the Company conducts its Business.

2.3 Purposes. The Company is formed for the following purposes and for no others, and shall serve as the exclusive means by which each of the Members accomplishes such purposes:

(a) to conduct Exploration and Development for oil and gas within the Area of Interest,

(b) to acquire, own and dispose of producing and non-producing oil and gas leases within the Area of Interest and related gas gathering systems,

(c) to drill wells for oil and gas, and to test, to complete, and to recomplete such wells,

(d) to produce oil and gas and engage in all related Operations on the Properties,

(e) to engage in marketing Products,

(f) to operate the Gas Gathering Systems (set forth in Exhibit A) owned by Patrick KLT Gas or its affiliates, to construct gas gathering lines, to transport the Products to market, and

(g) to perform any and all other activities necessary, appropriate, or incidental to any of the foregoing.

2.4 Limitation. Unless the Members otherwise agree in writing, the Business of the Company shall be limited to the purposes described in Section 2.3, and nothing in this Agreement shall be construed to enlarge such purposes.

2.5 Term. The term of the Company shall begin on the Effective Date and shall continue for five (5) years from the Effective Date and for so long thereafter as Products are produced from the Properties on a continuous basis, and thereafter until all materials, supplies, equipment and infrastructure have been salvaged and disposed of, unless the Company is earlier terminated as herein provided. For purposes hereof, Products shall be deemed to be produced from the Properties on a "continuous basis" so long as production in commercial quantities is not halted for more than ninety (90) consecutive days.

2.6 Registered Agent; Offices. The name of the Company's registered agent in the State of Oklahoma is Patrick or such other person as the Manager may select in compliance with the Act from time to time. The registered office of the Company in the State of Oklahoma shall be located at 6120 South Yale, Suite 810, Tulsa, Oklahoma 74136 or at any other place within the State of Oklahoma which the Manager shall select. The principal office of the Company shall be at any other location which the Manager shall select.

ARTICLE III
CONTRIBUTIONS BY MEMBERS

3.1 Members' Initial Contributions.

(a) Patrick, as its Initial Contribution, hereby contributes the Assets described in Exhibit A to the capital of the Company; the amount of Eighteen Million Eight Hundred and Fifty Thousand Dollars (\$18,850,000) shall be credited to Patrick's Capital Account on the Effective Date with respect to Patrick's Initial Contribution.

(b) KLT Gas, as its Initial Contribution, hereby contributes Sixteen Million Dollars (\$16,000,000) to the capital of the Company, which shall be deposited in an interest-bearing account; this amount shall be credited to KLT Gas' Capital Account. If such Initial Contribution is not made on January 14, 2000 this Agreement and the Members' Agreement shall be null and void. If any Contract, described in Exhibit A, fails to close by March 15, 2000, then KLT Gas will be refunded the portion of its initial capital Contribution, with actual interest at Comerica Bank, earmarked by the Company for that closing, and each Member's Capital Account, this Agreement and the Exhibits hereto, and the Members' Agreement shall be adjusted and/or amended accordingly.

3.2 Record Title. Title to the Assets shall be held by the Company.

ARTICLE IV
INTERESTS OF MEMBERS

4.1 Initial Ownership Interests. The Members shall have the following initial Ownership Interests:

Patrick	-	50%
KLT Gas	-	50%

4.2 Changes in Ownership Interests. The Ownership Interests shall be eliminated or changed as follows:

(a) Upon resignation or deemed resignation as provided in Article XIV;

(b) In the event of default by either Member in making its agreed-upon contribution to an adopted Program and Budget, followed by an election by the other Member to invoke any of the remedies in Section 11.5;

(c) Upon Transfer by either Member of part or all of its Ownership Interest in accordance with Article VII; or

(d) Upon acquisition by either Member of part or all of the Ownership Interest of the other Member, however arising.

4.3 Admission of New Members. Except in the event of a transfer permitted pursuant to Article VII, a new member may be admitted only with the unanimous written approval of the Members.

4.4 Documentation of Adjustments to Ownership Interests. Each Member's Ownership Interest and related Capital Account balance shall be shown in the accounting records of the Company, and any adjustments thereto, shall be made monthly. The Schedule of Members attached hereto shall be amended from time to time to reflect such changes.

4.5 Exceptions to Adjustments to Ownership Interests. Notwithstanding the separate allocations provided for in Section 10.5 in the case of a Non-Consent Property, no adjustment to Ownership Interests shall be made in the case of a Non-Consent Property as provided for in Section 10.5 but the separate allocations provided for in that Section shall be made for all other purposes.

ARTICLE V
RELATIONSHIP OF THE MEMBERS

5.1 Limitation on Authority of Members. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. This Section 5.1 supersedes any authority granted to the Members pursuant to the Act. Any Member that takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.2 Federal Tax Elections and Allocations. The Company shall be treated as a partnership for federal income tax purposes, and no Member shall take any action to alter such treatment.

5.3 State Income Tax. To the extent permissible under

applicable law, the relationship of the Members shall be treated for state income tax purposes in the same manner as it is for federal income tax purposes.

5.4 Tax Returns. After approval of the Management Committee, any tax returns or other required tax forms shall be filed in accordance with Exhibit C.

5.5 Other Business Opportunities. Each Member shall have the right to engage in and receive full benefits from any independent business activities or operations, whether or not competitive with the Company, without consulting with, or obligation to, the other Member or the Company. The doctrines of "corporate opportunity" or "business opportunity" shall not be applied to the Business nor to any other activity or operation of any Member. No Member shall have any obligation to the Company or any other Member with respect to any opportunity to acquire any property outside the Area of Interest at any time, or within the Area of Interest after the termination of the Company.

5.6 Waiver of Rights to Partition or Other Division of Assets. Except as otherwise provided in Subsection 7.2(g)(iii), the Members hereby waive and release all rights of partition, or of sale in lieu thereof, or other division of Assets, including any such rights provided by Law.

5.7 Bankruptcy of a Member. A Member shall cease to have any power as a Member or Manager or any voting rights or rights of approval hereunder upon bankruptcy, insolvency, dissolution or assignment for the benefit of creditors of such Member, and its successor upon the occurrence of any such event shall have only the rights, powers and privileges of a transferee enumerated in Section 7.2, and shall be liable for all obligations of the Member under this Agreement. In no event, however, shall a personal representative or successor become a substitute Member unless the requirements of Section 7.2 are satisfied.

5.8 Implied Covenants. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

5.9 No Certificate. The Company shall not issue certificates representing Ownership Interests in the Company.

5.10 Disposition of Production. Neither Member shall have any obligation to account to the other Member for, nor have any interest or right of participation in any profits or proceeds nor have any obligation to share in any losses from, futures contracts, forward sales, trading in puts, calls, options or any similar hedging, price protection or marketing mechanism employed by a Member with respect to its proportionate share of any Products produced or to be produced from the Properties. Notwithstanding the foregoing, neither Member shall have the right to take Production in-kind.

5.11 Limitation of Liability. The Members shall not be required to make any contribution to the capital of the Company except as otherwise provided in this Agreement, nor shall the Members in their capacity as Members or Manager be bound by, or liable for, any debt, liability or obligation of the Company whether arising in contract, tort, or otherwise, except as expressly provided by this Agreement. The Members shall be under no obligation to restore a deficit Capital Account upon the dissolution of the Company or the liquidation of any of their Ownership Interests.

5.12 Indemnities. The Company may, and shall have the power to, indemnify and hold harmless any Member or Manager or other person from and against any and all claims and demands whatsoever arising from or related to the Business, the Company or a Member's membership in the Company.

5.13 No Third Party Beneficiary Rights. This Agreement shall be construed to benefit the Members and their respective successors and assigns only, and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

As of the Effective Date, each Member warrants and represents to the other that:

(a) it is a corporation duly organized and in good standing in its state of incorporation and is qualified to do business and is in good standing in those states where necessary in order to carry out the purposes of this Agreement;

(b) it has the capacity to enter into and perform this Agreement and all transactions contemplated herein and that all corporate, board of directors, shareholder, and other actions and consents required to authorize it to enter into and perform this Agreement have been properly taken or obtained;

(c) it will not breach any other agreement or

arrangement by entering into or performing this Agreement;

(d) it is not subject to any governmental order, judgment, decree, debarment, sanction or Laws that would preclude the permitting or implementation of Operations under this Agreement; and

(e) this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms.

ARTICLE VII
TRANSFER OF INTEREST; PREEMPTIVE RIGHT

7.1 General. A Member shall have the right to Transfer to a third party its Ownership Interest, or any beneficial interest therein, solely as provided in this Article VII.

7.2 Limitations on Free Transferability. A Member may freely transfer its Ownership Interest, or any beneficial interest therein to an Affiliate or a Related Party or by Encumbrance to a lender to secure a loan or other indebtedness of such Member. Any Transfer by either Member under Section 7.1 shall be subject to the following limitations:

(a) Except for an Encumbrance in favor of a lender as provided for in Subsection 7.2(g)(iii), neither Member shall Transfer any beneficial interest in the Company (including, but not limited to, any royalty, profits, or other interest in the Products) except in conjunction with the Transfer of part or all of its Ownership Interest;

(b) No transferee of all or any part of a Member's Ownership Interest shall have the rights of a Member unless and until the transferring Member has provided to the other Member notice of the Transfer, and, except as provided in Subsections 7.2(f) and 7.2(g), the transferee, as of the effective date of the Transfer, has committed in writing to assume and be bound by this Agreement to the same extent as the transferring Member and the remaining Member has consented to such Transfer;

(c) Neither Member, without the consent of the other Member, shall make a Transfer that shall violate any Law, or result in the cancellation of any permits, licenses, or other similar authorization;

(d) No Transfer permitted by this Article shall relieve the transferring Member of any liability of such transferring Member under this Agreement, whether accruing before or after such Transfer unless the remaining Member has consented to such Transfer or the transferee has a Net Worth and creditworthiness at least equal to the greater of (i) the transferring Member's Net Worth and creditworthiness on the Effective Date of this Agreement or (ii) the transferring Member's Net Worth and creditworthiness on the date of such Transfer;

(e) Any Member that makes a Transfer that shall cause termination of the tax partnership established by Section 5.2 shall indemnify the other Member for, from and against any and all loss, cost, expense, damage, liability or claim therefore arising from the Transfer, including without limitation any increase in taxes, interest and penalties or decrease in credits caused by such termination and any tax on indemnification proceeds received by the indemnified Member and by acceleration of the payment of taxes into earlier time periods;

(f) In the event of a Transfer of less than all of an Ownership Interest, the transferring Member and its transferee shall act and be treated as one Member under this Agreement; provided however, that in order for such Transfer to be effective, the transferring Member and its transferee must first:

(i) agree, as between themselves, that one of them is authorized to act as the sole agent ("Agent") on their behalf with respect to all matters pertaining to this Agreement and the Company; and

(ii) notify the other Member of the designation of the Agent, and in such notice warrant and represent to the other Member that:

(A) the Agent has the sole authority to act on behalf of, and to bind, the transferring Member and its transferee with respect to all matters pertaining to this Agreement and the Company;

(B) the other Member may rely on all decisions of, notices and other communications from, and failures to respond by, the Agent, as if given (or not given) by the transferring Member and its transferee; and

(C) all decisions of, notices and other communications from, and failures to respond by, the other Member to the Agent shall be deemed to have been given (or not given) to

the transferring Member and its transferee.

The transferring Member and its transferee may change the Agent (but such replacement must be one of them) by giving notice to the other Member, which notice must conform to Subsection 7.2(f)(ii); and

(g) If the Transfer is the grant of an Encumbrance on an Ownership Interest or beneficial interest in the Property of the Company to secure a loan or other indebtedness of either Member in a bona fide transaction, at the request of the Member granting the Encumbrance, the Manager shall execute documentation on behalf of the Company granting a lien and security interest in the Properties of the Company equal to the beneficial Ownership Interest of the Member; provided, however, that such documentation shall be non-recourse to the Company and shall not encumber the beneficial interest or Ownership Interest of the other Members. Any Encumbrance of a Member's Ownership Interest in the Company shall be subject to the condition that the holder of such Encumbrance ("Chargee") first enters into a written agreement with the other Member in form satisfactory to the other Member, acting reasonably, binding upon the Chargee, to the effect that:

(i) the Chargee shall not enter into possession or institute any proceedings for foreclosure or partition of the encumbering Member's Ownership Interest and that such Encumbrance shall be subject to the provisions of this Agreement;

(ii) the Chargee's remedies under the Encumbrance of a Member's Ownership Interest in the Company shall be limited to the sale of the whole (but only of the whole) of the encumbering Member's Ownership Interest to the other Member, or, failing such a sale, at a public auction to be held at least twenty (20) days after prior notice to the other Member, such sale to be subject to the purchaser entering into a written agreement with the other Member whereby such purchaser assumes all obligations of the encumbering Member under the terms of this Agreement. Failure of a sale to the other Member to close within sixty (60) days after Chargee notifies the Members of the sale of a Member's Ownership Interest, unless such failure is caused by the encumbering Member or by the Chargee, shall permit the Chargee to sell the encumbering Member's Ownership Interest at a public sale;

(iii) the Chargee's remedies under an Encumbrance covering an undivided interest in the Properties of the Company equal to the Ownership Interest of the encumbering Member shall be limited to the sale of the whole of such interest to the other Member, or, failing such a sale, in accordance with the terms and provisions of the documentation creating a lien and security interest against such Properties; provided, however, that should an ownership interest in the properties be conveyed to a third party pursuant to such a sale, the properties shall be subject to the terms and provisions of a joint operating agreement naming the Company as operator, containing non-consent provisions the same as contained in Subsections 10.5(a) and (b) hereof, providing the Manager with authority to cast the deciding vote with respect to any proposal which is favored and opposed by owners of 50% of the interest in the Property, and containing accounting procedures in substantially the form of Exhibit B attached hereto, as modified to reflect differing direct ownership interests in the Property, but in all events to permit the Company, as operator, to charge the joint account for any costs and expenses which the Manager may charge the Business Account under Exhibit B attached hereto;

(iv) any Encumbrance shall be subordinate to any then-existing debt, including Project Financing previously approved by the Management Committee, encumbering the transferring Member's Ownership Interest; and

(v) notwithstanding the foregoing, KLT Gas understands and agrees that Patrick will borrow Three Million Dollars (\$3,000,000) against its Ownership Interest for reimbursing costs advanced to Patrick by a Related Party.

7.3 Preemptive Right. Any Transfer by either Member under Section 7.1 and any Transfer by an Affiliate in Control of either Member shall be subject to a preemptive right of the other Member to the extent provided herein. Failure of a Member's Affiliate to comply with this Section shall be a breach by such Member of this Agreement.

If either Member intends to Transfer all or any part of its Ownership Interest, or an Affiliate of either Member intends to Transfer Control of such Member ("Transferring Entity"), such Member shall promptly notify the other Member of such intentions. The notice shall state the price and all other pertinent terms and conditions of the intended Transfer, and shall be accompanied by a copy of the offer or the contract for sale. If the consideration for the intended transfer is, in whole or in part, other than monetary, the notice shall describe such consideration and its monetary equivalent (based upon the fair market value of the nonmonetary consideration and stated in terms of cash or currency). If the consideration for the intended transfer includes other interests or properties other than the Ownership

Interest or the Transfer of Control of a Member, then the notice shall separately allocate the consideration applicable to the Ownership Interest and/or the Transfer of Control of a Member. The other Member shall have ten (10) days from the date such notice is delivered to notify the Transferring Entity (and the Member if its Affiliate is the Transferring Entity) whether it elects to acquire the offered interest at the same price (or its monetary equivalent in cash or currency) and on the same terms and conditions as set forth in the notice. If it does so elect, the acquisition by the other Member shall be consummated promptly after notice of such election is delivered.

(a) If the other Member fails to so elect within the period provided for above, the Transferring Entity shall have thirty (30) days following the expiration of such period to consummate the Transfer to a third party at a price and on terms no less favorable to the Transferring Entity than those offered by the Transferring Entity to the other Member in the aforementioned notice.

(b) If the Transferring Entity fails to consummate the Transfer to a third party within the period set forth above, the preemptive right of the other Member in such offered interest shall be deemed to be revived. Any subsequent proposal to Transfer such interest shall be conducted in accordance with all of the procedures set forth in this Paragraph.

7.4 Exceptions to Preemptive Right. Section 7.3 above shall not apply to the following:

(a) Transfer by either Member of all or any part of its Ownership Interest to an Affiliate or Related Party (a "Permitted Transfer");

(b) Incorporation of either Member, or corporate consolidation or reorganization of either Member by which the surviving entity shall possess substantially all of the stock or all of the property rights and interests, and be subject to substantially all of the liabilities and obligations of that Member;

(c) Corporate merger or amalgamation involving either Member by which the surviving entity or amalgamated company shall possess all of the stock or all of the property rights and interests, and be subject to substantially all of the liabilities and obligations of that Member; provided, however, that the value of the merging or amalgamating Member's interest in the Company, evidenced by its Capital Account balance (as described in Exhibit C), does not exceed forty percent of the Net Worth of the surviving entity or amalgamated company, provided however, during the first two years of this Agreement Transfers can be made to a holding company regardless of Net Worth;

(d) the transfer of Control of either Member by an Affiliate or Related Party to such Member or to another Affiliate or Related Party (a "Permitted Transfer");

(e) subject to Subsection 7.2(g) of the Agreement, the grant by either Member of a security interest in its Ownership Interest by Encumbrance;

(f) the creation by any Affiliate or Related Party of either Member of an Encumbrance affecting its Control of such Member (a "Permitted Transfer"); or

(g) a transfer by an Affiliate of either Member of Control of such Member to a third party, provided the value of such Member's Capital Account balance does not exceed sixty percent (60%) of the Net Worth of the transferring Affiliate, or does not exceed twenty percent (20%) of the Net Worth of Transferee, provided however, during the first two years of this Agreement Transfers can be made to a holding company regardless of Net Worth;

For purposes hereof, the term "Net Worth" shall mean the remainder after total liabilities are deducted from total assets, based on Generally Accepted Accounting Principals consistently applied. In the case of a corporation, Net Worth includes both capital stock and surplus. In the case of a limited liability company, Net Worth includes member contributions. In the case of a partnership or sole proprietorship, Net Worth includes the original investment plus accumulated and re-invested profits.

ARTICLE VIII MANAGEMENT COMMITTEE

8.1 Organization and Composition. The Members hereby establish a Management Committee to determine overall policies, objectives, procedures, methods and actions under this Agreement. The Management Committee shall consist of two (2) member(s) appointed by Patrick and two (2) member(s) appointed by KLT Gas. Each Member may appoint one or more alternates to act in the absence of a regular member. Any alternate so acting shall be deemed a Member. Appointments by a Member shall be made or changed by notice to the other Members. Patrick shall designate one of its Members to serve as the chair of the Management

Committee.

8.2 Decisions. Each Member, acting through its appointed member(s) in attendance at the meeting, shall vote the entirety of the Member's Ownership Interest. Unless otherwise provided in this Agreement, the vote of the Member with an Ownership Interest over fifty percent (50%) shall determine the decisions of the Management Committee. In the event of a tie the final decision shall rest with the member who is the Manager, as appointed under Article IX.

Notwithstanding the foregoing, neither the Manager nor the Management Committee shall undertake any of the following without the approval of both Patrick and KLT Gas, or Members owning at least eighty percent (80%) of the Ownership Interest should Patrick and KLT Gas and/or their respective Affiliates and Related Parties no longer own 100% of the Ownership Interest in the Company: (a) borrowing by the Company; (b) expanding or changing the scope of activities geographically or to a concept outside of coalbed methane gas; (c) a Program and Budget for the drilling of shallow oil wells; (d) approval of the Budget except as provided in Article II of the Members' Agreement, including overhead; and (e) issuance of capital calls, excluding however a cash call of a prior approved Program and Budget.

8.3 Meetings.

(a) The Management Committee shall hold regular meetings at least quarterly in Tulsa, Oklahoma, or at other agreed places. The Manager shall give thirty (30) days notice to the Members of such meetings. Additionally, either Member may call a special meeting upon seven (7) days notice to the other Member. In case of an emergency, reasonable notice of a special meeting shall suffice (twenty-four hours shall be deemed reasonable notice). There shall be a quorum if at least one member of the Management Committee representing each Member is present; provided, however, that if a Member fails to attend two consecutive properly called meetings, then a quorum shall exist at the second meeting if the other Member is represented by at least one appointed member, and a vote of such Member shall be considered the vote required for the purposes of the conduct of all business properly noticed even if such vote would otherwise require unanimity.

(b) If business cannot be conducted at a regular or special meeting due to the lack of a quorum, either Member may call the next meeting upon ten (10) days notice to the other Member.

(c) Each notice of a meeting shall include an itemized agenda prepared by the Manager in the case of a regular meeting or by the Member calling the meeting in the case of a special meeting, but any matters may be considered if either Member adds the matter to the agenda at least three (3) days before the meeting or with the consent of the other Member. The Manager shall prepare minutes of all meetings and shall distribute copies of such minutes to the other Member within fifteen (15) days after the meeting. Either Member may electronically record the proceedings of a meeting with the consent of the other Member. The other Member shall sign and return or object to the minutes prepared by the Manager within fifteen (15) days after receipt, and failure to do either shall be deemed acceptance of the minutes as prepared by the Manager. The minutes, when signed or deemed accepted by both Members, shall be the official record of the decisions made by the Management Committee. Decisions made at a Management Committee meeting shall be implemented in accordance with adopted Programs and Budgets. If a Member timely objects to minutes proposed by the Manager, the members of the Management Committee shall seek, for a period not to exceed thirty (30) days from receipt by the Manager of notice of the objections, to agree upon minutes acceptable to both Members. If the Management Committee does not reach agreement on the minutes of the meeting within such thirty (30) day period, the minutes of the meeting as prepared by the Manager together with the other Member's proposed changes shall collectively constitute the record of the meeting. If personnel employed in Operations are required to attend a Management Committee meeting, reasonable costs incurred in connection with such attendance shall be charged to the Business Account. All other costs shall be paid by the Members individually.

8.4 Action Without Meeting in Person. In lieu of meetings in person, the Management Committee may conduct meetings by telephone or video conference, so long as minutes of such meetings are prepared in accordance with Subsection 8.3(c). The Management Committee may also take actions in writing signed by all members of the Management Committee.

8.5 Matters Requiring Approval. Except as otherwise delegated to the Manager in Sections 9.2, and 10.1 the Management Committee shall have exclusive authority to determine all matters related to overall policies, objectives, procedures, methods and actions under this Agreement.

9.1 Appointment. The Members hereby appoint Patrick as the Manager with overall management responsibility for Operations. Patrick hereby agrees to serve for two years unless it sooner resigns as provided in Section 9.4.

9.2 Powers and Duties of Manager. Subject to the terms and provisions of this Agreement, the Manager shall have the following powers and duties, which shall be discharged in accordance with adopted Programs and Budgets.

(a) The Manager shall manage, direct and control Operations, and shall prepare and present to the Management Committee proposed Programs and Budgets as provided in Article X.

(b) The Manager shall implement the decisions of the Management Committee, shall make all expenditures necessary to carry out adopted Programs, and shall promptly advise the Management Committee if it lacks sufficient funds to carry out its responsibilities under this Agreement.

(c) The Manager shall use reasonable efforts to: (i) purchase or otherwise acquire all material, supplies, equipment, water, utility and transportation services required for Operations, such purchases and acquisitions to be made to the extent reasonably possible on the best terms available, taking into account all of the circumstances; (ii) obtain such customary warranties and guarantees as are available in connection with such purchases and acquisitions; and (iii) keep the Assets free and clear of all Encumbrances, except any such Encumbrances listed in Paragraph 1.1 of Exhibit A and those existing at the time of, or created concurrent with, the acquisition of such Assets, or mechanic's or materialmen's liens (which shall be contested, released or discharged in a diligent matter) or Encumbrances specifically approved by the Management Committee.

(d) The Manager shall conduct such title examinations of the Properties and cure such title defects pertaining to the Properties as may be advisable in the reasonable judgment of the Management Committee.

(e) The Manager shall: (i) make or arrange for all payments required by leases, licenses, permits, contracts and other agreements related to the Assets; (ii) pay all taxes, assessments and like charges on Operations and Assets except taxes determined or measured by a Member's net income, and shall otherwise promptly pay and discharge expenses incurred in Operations; provided, however, that if authorized by the Management Committee, the Manager shall have the right to contest (in the courts or otherwise) the validity or amount of any taxes, assessments or charges if the Manager deems them to be unlawful, unjust, unequal or excessive, or to undertake such other steps or proceedings as the Manager may deem reasonably necessary to secure a cancellation, reduction, readjustment or equalization thereof before the Manager shall be required to pay them, but in no event shall the Manager permit or allow title to the Assets to be lost as the result of the nonpayment of any taxes, assessments or like charges; and (iii) do all other acts reasonably necessary to maintain the Assets.

(f) The Manager shall: (i) apply for all necessary permits, licenses and approvals; (ii) comply with all Laws; (iii) notify promptly the Management Committee of any allegations of substantial violation thereof; and (iv) prepare and file all reports or notices required for or as a result of Operations. The Manager shall not be in breach of this provision if a violation has occurred in spite of the Manager's good faith efforts to comply consistent with its standard of care under Section 9.3. In the event of any such violation, the Manager shall timely cure or dispose of such violation on behalf of both Members through performance, payment of fines and penalties, or both, and the cost thereof shall be charged to the Business Account.

(g) The Manager shall prosecute and defend, but shall not initiate without consent of the Management Committee, all litigation or administrative proceedings arising out of Operations. The non-managing Member shall have the right to participate, at its own expense, in such litigation or administrative proceedings. The non-managing Member shall approve in advance any settlement involving payments, commitments or obligations in excess of Twenty Thousand Dollars (\$20,000) in cash or value.

(h) The Manager shall obtain insurance for the benefit of the Company as provided in Exhibit F or as may otherwise be determined from time to time by the Management Committee.

(i) The Manager may dispose of Assets, whether by sale, abandonment, surrender, or Transfer in the ordinary course of business, except that Properties may be abandoned or surrendered only as provided in Section 12.2. Without prior authorization from the Management Committee, however, the Manager shall not: (i) dispose of Assets in any one transaction (or in any series of related transactions) having a value in excess of One Hundred Thousand Dollars (\$100,000); (ii) enter into any sales contracts or commitments for Product; (iii) begin a liquidation of the Company; or (iv) dispose of all or a

substantial part of the Assets necessary to achieve the purposes of the Company.

(j) The Manager shall have the right to carry out its responsibilities hereunder through agents, Affiliates or independent contractors, provided such agents, Affiliates or independent contractors have been approved by the Management Committee.

(k) The Manager shall keep and maintain all required accounting and financial records pursuant to the procedures described in Exhibit B and in accordance with customary cost accounting practices in the industry, and shall ensure appropriate separation of accounts unless otherwise agreed by the Members.

(l) The Manager shall keep and maintain all required records, make elections, and prepare and file all federal and state tax returns or other required tax forms, and perform the other duties described in Exhibit C.

(m) The Manager shall keep the Management Committee advised of all Operations by submitting in writing to the members of the Management Committee: (i) monthly progress reports that include statements of expenditures and comparisons of such expenditures to the adopted Budget; (ii) periodic summaries of data acquired; (iii) copies of reports concerning Operations; (iv) a detailed final report within forty-five (45) days after completion of each Program and Budget, which shall include comparisons between actual and budgeted expenditures and comparisons between the objectives and results of Programs; and (v) such other reports as any member of the Management Committee may reasonably request. Subject to Article XIII, at all reasonable times the Manager shall provide the Management Committee, or other representative of a Member upon the request of such Member's member of the Management Committee, access to, and the right to inspect and, at such Member's cost and expense, copy the Existing Data and all geological and geophysical data, maps, drill logs and other drilling data, reports, production reports, operations, technical, accounting and financial records, and other Business Information, to the extent preserved or kept by the Manager. In addition, the Manager shall allow the non-managing Member, at the latter's sole risk, cost and expense, and subject to reasonable safety regulations, to inspect the Assets and Operations at all reasonable times, so long as the non-managing Member does not unreasonably interfere with Operations.

(n) The Manager, after consultation with and approval by the Management Committee, shall undertake to perform Continuing Obligations when and as economic and appropriate, whether before or after termination of the Company. The Manager shall have the right to delegate performance of Continuing Obligations to persons having demonstrated skill and experience in relevant disciplines. The Manager shall keep the other Member reasonably informed about the Manager's efforts to discharge Continuing Obligations. Authorized representatives of each Member shall have the right from time to time to enter the Properties to inspect work directed toward satisfaction of Continuing Obligations and audit books, records, and accounts related thereto.

(o) If Ownership Interests are adjusted in accordance with this Agreement the Manager shall modify the Schedule of Members to properly reflect such adjustment and shall propose from time to time one or more methods for fairly allocating costs for Continuing Obligations.

(p) The Manager shall undertake all other activities reasonably necessary to fulfill the foregoing, and to implement the policies, objectives, procedures, methods and actions determined by the Management Committee pursuant to Section 8.1.

9.3 Standard of Care. The Manager shall discharge its duties under Section 9.2 and conduct all Operations in a good, workmanlike and efficient manner, in accordance with sound production and other applicable industry standards and practices, and in accordance with Laws and with the terms and provisions of leases, licenses, permits, contracts and other agreements pertaining to the Assets. The Manager shall not be liable to the other Member for any act or omission resulting in damage or loss except to the extent caused by or attributable to the Manager's willful misconduct or gross negligence. The Manager shall not be in default of any of its duties under Section 9.2 if its inability or failure to perform results from the failure of the other Member to perform acts or to contribute amounts required of it by this Agreement.

9.4 Resignation; Deemed Offer to Resign. The Manager may resign upon not less than three (3) months' prior notice to the other Member, in which case the other Member may elect to become the new Manager by notice to the resigning Member within five (5) days after the notice of resignation. If any of the following shall occur, the Manager shall be deemed to have resigned upon the occurrence of the event described in each of the following Subsections, with the successor Manager to be appointed by the other Member at a subsequently called meeting of the Management Committee, at which the Manager shall not be entitled to vote.

The other Member may appoint itself or a third party as the Manager.

(a) The aggregate Ownership Interest of the Manager and its Affiliates or Related Parties becomes less than twenty-five percent (25%);

(b) The Manager fails to perform a material obligation imposed upon it under this Agreement and such failure continues for a period of sixty (60) days after notice from the other Member demanding performance;

(c) The Manager fails to pay or contest in good faith Company bills and Company debts as such obligations become due and the Manager fails to keep the Assets free from liens or Encumbrances resulting therefrom except for those resulting from a bona fide dispute as to such obligations;

(d) A receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for a substantial part of its assets is appointed and such appointment is neither made ineffective nor discharged within sixty (60) days after the making thereof, or such appointment is consented to, requested by, or acquiesced to by the Manager;

(e) The Manager commences a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect; or consents to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of any substantial part of its assets; or makes a general assignment for the benefit of creditors; or takes corporate or other action in furtherance of any of the foregoing; or

(f) Entry is made against the Manager of a judgment, decree or order for relief affecting its ability to serve as Manager or a substantial part of its Ownership Interest or its other assets by a court of competent jurisdiction in an involuntary case commenced under any applicable bankruptcy, insolvency or other similar law of any jurisdiction now or hereafter in effect.

Under Subsections (d), (e) or (f) above, the appointment of a successor Manager shall be deemed to pre-date the event causing a deemed resignation.

9.5 Payments To Manager. The Manager shall be compensated for its services and reimbursed for its costs hereunder in accordance with Exhibit B.

9.6 Transactions With Affiliates. If the Manager engages Affiliates to provide services hereunder, it shall do so on terms no less favorable than would be the case in arm's-length transactions with unrelated parties.

9.7 Activities During Deadlock. If the Management Committee for any reason fails to adopt Programs and Budgets subsequent to the initial Production Program and Budget, subject to the contrary direction of the Management Committee and receipt of necessary funds, the Manager shall continue Operations at levels comparable with the last adopted Program and Budget. All of the foregoing shall be subject to the contrary direction of the Management Committee and the receipt of necessary funds.

9.8 Appointment After Two Years. After Patrick has acted as Manager for the initial two years the other Member shall have the right, but not the obligation, to be designated as Manager for the following year upon presentation, sixty days prior to year end of a proposal demonstrating it can perform more economically efficient and prudent Operations. Each year thereafter the non-managing Member has the same right.

ARTICLE X PROGRAMS AND BUDGETS

10.1 Initial Program and Budget. The Initial Program and Budget for the first year shall be determined by Patrick and reviewed by KLT Gas and prepared at least, in part, by February 10, 2000. Patrick and KLT Gas agree that the Initial Program and Budget and the Second Program and Budget shall provide for the drilling of not more than 220 wells and expenditures of not more than Ten Million total Dollars, of which Patrick agrees to commit up to Two Million One Hundred and Fifty Thousand Dollars, and the LLC shall pay up to Two Million Eight Hundred and Fifty Thousand Dollars, attributable to Patrick because of its disproportionate initial Contribution, and KLT Gas agrees to commit up to Five Million Dollars, as provided in the Programs and Budgets presented.

10.2 Operations Pursuant to Programs and Budgets. Operations shall be conducted, expenses shall be incurred, and Assets shall be acquired only pursuant to adopted Programs and Budgets.

10.3 Presentation of Programs and Budgets. Except as provided in Section 10.1 proposed Programs and Budgets shall be

prepared by the Manager at the direction of the Management Committee for a period of one (1) year (or any other period as approved by the Management Committee), and shall be submitted to the Management Committee for review and consideration; all proposed Programs and Budgets may include Development, Production and Expansion or Modification Operations components, or any combination thereof, and shall be reviewed and adopted upon a vote of the Management Committee in accordance with Sections 8.2 and 10.4. Each Program and Budget adopted by the Management Committee, regardless of length and including the Initial and Second Programs and Budgets, shall undergo a technical review after six (6) months at a meeting of the Management Committee. Each Member, acting through its appointed Management Committee member(s) in attendance at the meeting, may demonstrate that going forward with the current Program and Budget is not technically feasible for that Member. If a Member demonstrates that going forward with such Program and Budget is not technically feasible (the "Withdrawn Member"), then the Withdrawn Member will be deemed to have withdrawn from the Program and Budget, and shall, only be entitled to receive a percent (calculated by dividing (x) the Withdrawn Members contributions to the Program and Budget by (y) the sum of (1) the Withdrawn Member's contributions to the Program and Budget and (2) the remaining Member's contributions to the Program and Budget prior to the Event of Withdrawal) of the interest in the wells completed at the point of withdrawal and associated production and the associated acreage from such Program and Budget. In no event shall the Withdrawn Member be entitled to any interest in wells and production therefrom completed after the withdrawal of the member or such related acreage in the Program. Such Withdrawn Member shall no longer be obligated to contribute cash calls to the Program and Budget. Unless a Member so demonstrates that going forward with the Program and Budget is not technically feasible, then the Program and Budget shall continue with any modifications made by the Management Committee, if any. During the period encompassed by any Program and Budget, and at least three (3) months prior to its expiration, a proposed Program and Budget for the succeeding period shall be prepared by the Manager and submitted to the Management Committee for review and consideration, if the Manager deems it appropriate.

10.4 Review and Adoption of Proposed Programs and Budgets. Within ten (10) days after notice to the Members of the submission of a proposed Program and Budget, each Member shall submit in writing to the Management Committee:

(a) Notice that the Member approves the proposed Program and Budget; or

(b) Notice that the Member rejects the proposed Program and Budget.

If a Member fails to give either of the foregoing responses within the allotted time, the failure shall be deemed to be a vote by the Member for adoption of the Manager's proposed Program and Budget.

10.5 Operations by Less Than All Members.

This Section 10.5 and Section 10.4 do not apply to either the Initial Program and Budget or the Second Program and Budget contained in Section 10.1 both of which shall be prepared by Patrick and reviewed by KLT Gas.

(a) Determination of Participation. If any Member to whom such notice is delivered as provided in Section 10.4 elects not to participate in the proposed Program and Budget (the "Non-Consenting Member"), then, the Member electing to Participate in the Program and Budget (the "Participating Member") in order to be entitled to the benefits of this Agreement, shall, no later than ninety (90) days after the expiration of the notice period of ten (10) days actually commence the proposed operation and complete it with due diligence. The Manager shall perform all work for the account of the Participating Member; provided, however, if the Manager is a Non-Consenting Member, the Participating Member shall either: (i) request the Manager to perform the work required by such proposed operation for the account of the Participating Member, or (ii) designate the Participating Member as Operator to perform such work. The rights and duties granted to and imposed upon the Operator under this Agreement are granted to and imposed upon the party designated as Operator for an operation in which the original Manager is a Non-Consenting Member. The Participating Member, when conducting operations in the Area of Interest pursuant to this Section 10.5, shall comply with all terms and conditions of this Agreement.

If a Member does not approve a Program and Budget the Participating Member, may pay its proportionate part together with the proportionate part of the Non-Consenting Member's interests, and the party serving as Manager or Operator shall commence such operation within ninety days (90), as set forth above. The Participating Member, at its election, may withdraw such proposal at its option and shall notify all Members of such decision within ten (10) days.

(b) Relinquishment of Interest for Non-Participation.

The entire cost and risk of conducting such operations shall be borne by the Participating Member (or a "Third Party" selected by the Participating Member). The Participating Member shall keep the leasehold estates involved in such operations free and clear of all liens and Encumbrances of every kind created by or arising from the operations of the Participating Member. If such an operation results in a dry hole, then the Participating Member shall plug and abandon the well and restore the surface location at their sole cost, risk and expense. If any well drilled, reworked, sidetracked, deepened, recompleted or plugged back under the provisions of this Section (the "Non-Consent Property") results in a well capable of producing Product in paying quantities, the Participating Member shall complete and equip the well to produce at its sole cost and risk, and the well shall then be turned over to the Manager (if the Manager did not conduct the operation) and shall be operated by it at the expense and solely for the account of the Participating Member and such Third Party, if any. Upon commencement of operations for the drilling, reworking, sidetracking, recompleting, deepening or plugging back of any such well by the Participating Member in accordance with the provisions of this Section 10.5, the Manager shall separately account for the costs, liabilities, revenues and benefits attributable to the Non-Consent Property and shall allocate them to the Participating Member only and, notwithstanding the provisions of Exhibit C, tax characteristics of such items shall be allocated solely to the Participating Member. The Non-Consenting Member shall have no liability for any assessment or billing issued by the Manager for the purpose of paying any expense or liability associated with the Non-Consent Property.

10.6 Budget Overruns; Program Changes. The Manager shall immediately notify the Management Committee of any material departure from an adopted Program and Budget. If the Manager exceeds an adopted Budget by more than ten percent (10%) in the aggregate, then the excess over ten percent (10%), unless authorized or ratified by the Management Committee, shall be for the sole account of the Manager and such excess shall not be included in the calculations of the Ownership Interests nor deemed a contribution under this Agreement. Budget overruns of ten percent (10%) or less in the aggregate shall be borne by the Members in proportion to their respective Ownership Interests.

10.7 Supplemental Business Arrangement. At any time during the term of this Agreement, the Management Committee may determine by unanimous vote of both Members that it is appropriate to segregate the Area of Interest into areas subject to separate Programs and Budgets for purposes of conducting further Exploration, Development or Production. At such time, the Management Committee shall designate which portion of the Properties will comprise an area of interest under a separate business arrangement ("Supplemental Business Arrangement") for the purpose of further exploring and developing such portion of the Properties. The Supplemental Business Arrangement shall substantially reflect the same terms as this Agreement, with rights and interests of the Members in the Supplemental Business Arrangement identical to the rights and interests of the Members in the Company at the time of the designation, unless otherwise agreed to by the Members, and with the Members agreeing to new Capital Accounts and other terms necessary for the Supplemental Business Arrangement to comply with the nature and purpose of the designation. Following the effectuation of the Supplemental Business Arrangement, this Agreement shall terminate insofar as it affects the Properties covered by the Supplemental Business Arrangement.

ARTICLE XI ACCOUNTS AND SETTLEMENTS

11.1 Monthly Statements. The Manager shall promptly submit to the Management Committee monthly statements of account reflecting in reasonable detail the charges and credits to the Business Account during the preceding month.

11.2 Cash Calls. Pursuant to, and only in accordance with, each adopted Program and Budget, the Manager may submit after the 20th, but not later than the last day of each month a billing for estimated cash requirements for the next two months, but observing, in the preparation of any such billing, any special allocation required by Section 10.5. Within ten (10) days after receipt of each billing, each Member shall advance its proportionate share of such cash requirements. The Manager shall record all funds received in the Business Account. The Manager shall at all times maintain a cash balance approximately equal to the rate of disbursement for up to sixty (60) days. All funds in excess of immediate cash requirements shall be invested by the Manager for the benefit of the Company in interest-bearing cash management accounts and investments selected at the discretion of the Management Committee, which accounts may include, but are not limited to, money market investments and money market funds.

11.3 Failure to Meet Cash Calls. A Member that fails to meet cash calls in the amount and at the times specified in Section 11.2 shall be in default, and the amounts of the defaulted cash call shall bear interest from the date due at an annual rate equal to four (4) percentage points over the Prime Rate, but in

no event shall the rate of interest exceed the maximum permitted by Law. In addition to any other rights and remedies available to it by Law, the non-defaulting Member shall have those other rights, remedies, and elections specified in Sections 11.4 and 11.5.

11.4 Cover Payment. If a Member defaults in making a contribution or a cash call required by an adopted Program and Budget, the non-defaulting Member may, but shall not be obligated to, advance some portion or all of the amount in default on behalf of the defaulting Member (a "Cover Payment"). Each and every Cover Payment shall constitute a demand loan bearing interest from the date of the advance at the rate provided in Section 11.3. If more than one Cover Payment is made, the Cover Payments shall be aggregated and the rights and remedies described herein pertaining to an individual Cover Payment shall apply to the aggregated Cover Payments. The failure to repay such loan upon demand shall be a default.

11.5 Remedies. The Members acknowledge that if either Member defaults in making a cash call, or in repaying a loan, as required under Sections 11.2, 11.3 or 11.4, whether or not a Cover Payment is made, it will be difficult to measure the damages resulting from such default (it being hereby understood and agreed that the Members have attempted to determine such damages in advance and determined that the calculation of such damages cannot be ascertained with reasonable certainty). Both Members acknowledge and recognize that the damage to the non-defaulting Member could be significant. In the event of such default, as reasonable liquidated damages, the non-defaulting Member may, with respect to any such default not cured within thirty (30) days after notice to the defaulting Member of such default, elect any of the following remedies by giving notice to the defaulting Member. Such election may be made with respect to each failure to meet a cash call relating to a Program and Budget, regardless of the frequency of such cash calls, provided such cash calls are made in accordance with Section 11.2.

(a) The defaulting Member grants to the non-defaulting Member a power of sale as to all or any portion of its Ownership Interest or of its interest in any Assets, upon a default under Sections 11.3 or 11.4. Such power shall be exercised in the manner provided by applicable Law or otherwise in a commercially reasonable manner and upon reasonable notice. If the non-defaulting Member elects to enforce the lien or security interest pursuant to the terms of this Subsection, the defaulting Member shall be deemed to have waived any available right of redemption, any required valuation or appraisal of the secured property prior to sale, any available right to stay execution or to require a marshaling of assets, and any required bond in the event a receiver is appointed, and the defaulting Member shall be liable for any deficiency.

(b) If a Member has defaulted in meeting a cash call or repaying a loan, and if the non-defaulting Member has made a Cover Payment, then, the non-defaulting Member shall have the right, if the indebtedness arising from a default or Cover Payment is not discharged within thirty (30) days of the default and upon not less than thirty (30) days advance notice to the defaulting Member, to elect to purchase all the right, title, and interest, whenever acquired or arising, of the defaulting Member in the Company and Assets, including but not limited to its Ownership Interest or interest in Net Proceeds, together with all proceeds from and accessions of the foregoing (collectively the "Defaulting Member's Entire Interest") at a purchase price equal to fifty percent (50%) of the fair market value thereof as determined by a qualified independent appraiser appointed by the non-defaulting Member. If the defaulting Member conveys notice of objection to the person so appointed within ten (10) days after receiving notice thereof, then an independent and qualified appraiser shall be appointed by the joint action of the appraiser appointed by the non-defaulting Member and a qualified independent appraiser appointed by the defaulting Member; provided, however, that if the defaulting Member fails to designate a qualified independent appraiser for such purpose within ten (10) days after giving notice of such objection, then the person originally designated by the non-defaulting Member shall serve as the appraiser; provided further, that if the appraisers appointed by each of the Members fail to appoint a third qualified independent appraiser within five (5) days after the appointment of the last of them, then an appraiser shall be appointed by a judge of a court of competent jurisdiction in the state in which the Assets are situated upon the application of either Member. There shall be withheld from the purchase price payable, upon transfer of the Defaulting Member's Entire Interest, the amount of any Cover Payment under Section 11.4 and unpaid interest thereon to the date of such transfer, or any unpaid interest accrued in accordance with Section 11.3 to the date of such transfer. Upon payment of such purchase price, the defaulting Member shall be deemed to have relinquished all of the Defaulting Member's Entire Interest to the non-defaulting Member.

11.6 Audits.

(a) Within ninety (90) days after the end of each calendar year a financial audit shall be completed by certified public accountants selected by the Management Committee, and

independent of each Member. The audit shall be conducted in accordance with generally accepted auditing standards and shall cover all books and records maintained by the Manager pursuant to this Agreement, all Assets and Encumbrances, and all transactions and Operations conducted during such calendar year, including production and inventory records and all costs for which the Manager sought reimbursement under this Agreement, together with all other matters customarily included in such audits. All written exceptions to and claims upon the Manager for discrepancies disclosed by such audit shall be made not more than three (3) months after receipt of the audit report, unless either Member elects to conduct an independent audit pursuant to Subsection 11.6(b) which is ongoing at the end of such three (3) month period, in which case such exceptions and claims may be made within the period provided in Subsection 11.6(b). Failure to make any such exception or claim within such period shall mean the audit is deemed to be correct and binding upon the Members. The cost of all audits under this Subsection shall be charged to the Business Account.

(b) Notwithstanding the annual audit conducted by certified public accountants selected by the Management Committee, each Member shall have the right to have an independent audit of all Company books, records and accounts, including all charges to the Business Account. This audit shall review all issues raised by the requesting Member, with all costs borne by the requesting Member. The requesting Member shall give the other Member thirty (30) days prior notice of such audit. Any audit conducted on behalf of either Member shall be made during the Manager's normal business hours and shall not interfere with Operations. Neither Member shall have the right to audit records and accounts of the Company relating to transactions or Operations more than twenty-four (24) months after the calendar year during which such transactions, or transactions related to such Operations, were charged to the Business Account. All written exceptions to and claims upon the Manager for discrepancies disclosed by such audit shall be made not more than three (3) months after completion and delivery of such audit, or they shall be deemed waived.

(c) Within sixty (60) days after the end of calendar year 2000 and every two calendar years thereafter, a COPAS audit shall be completed by COPAS accountants selected by the Management Committee, and independent of each member. The audit shall be conducted using COPAS accounting procedures and shall cover all Operations conducted during the two calendar years ending prior to the completion of the COPAS audit, including revenues and costs, together with all other matters customarily included in such audits. The audit report shall be delivered to the Management Committee. All written exceptions to and claims upon the Manager for audit exceptions disclosed by such audit shall be made not more than three (3) months after receipt of the audit report. Failure to make any such exception or claim within such period shall mean the audit is deemed to be correct and binding upon the Members.

ARTICLE XII PROPERTIES

12.1 Royalties, Production Taxes and Other Payments Based on Production. All required payments of production royalties, taxes based on production of Products, and other payments out of production to private parties and governmental entities, shall be determined and made by the Company in a timely manner and otherwise in accordance with applicable laws and agreements. The Manager shall furnish to the Members evidence of timely payment for all such required payments. In the event the Company fails to make any such required payment, any Member shall have the right to make such payment and shall thereby become subrogated to the rights of such third party; provided, however, that the making of any such payment on behalf of the Company shall not constitute acceptance by the paying Member of any liability to such third party for the underlying obligation.

12.2 Abandonment and Surrender. Either Member may request the Management Committee to authorize the Manager to surrender or abandon part or all of the Properties. At the option of the other Member, the Company shall assign to the objecting Member or such other Person as the objecting Member specifies, by special warranty deed and without cost to the objecting Member, all of the Company's interest in the Properties sought to be abandoned or surrendered, free and clear of all Encumbrances created by, through or under the Company other than those to which both Members have agreed. Upon the assignment, such properties shall cease to be part of the Properties.

ARTICLE XIII CONFIDENTIALITY, OWNERSHIP, USE AND DISCLOSURE OF INFORMATION

13.1 Business Information. All Business Information shall be owned jointly by the Members as their Ownership Interests are determined pursuant to this Agreement. Both before and after the termination of the Company, all Business Information may be used by either Member for any purpose, whether or not competitive with

the Business, without consulting with, or obligation to, the other Member. Except as provided in Sections 13.3 and 13.4, or with the prior written consent of the other Member, each Member shall keep confidential and not disclose to any third party or the public any portion of the Business Information that constitutes Confidential Information.

13.2 Member Information. In performing its obligations under this Agreement, neither Member shall be obligated to disclose any Member Information. If a Member elects to disclose Member Information in performing its obligations under this Agreement, such Member Information, together with all improvements, enhancements, refinements and incremental additions to such Member Information that are developed, conceived, originated or obtained by either Member in performing its obligation under this Agreement ("Enhancements"), shall be owned exclusively by the Member that originally developed, conceived, originated or obtained such Member Information. Each Member may use and enjoy the benefits of such Member Information and Enhancements in the conduct of the Business hereunder, but the Member that did not originally develop, conceive, originate or obtain such Member Information may not use such Member Information and Enhancements for any other purpose. Except as provided in Section 13.4, or with the prior written consent of the other Member, which consent may be withheld in such Member's sole discretion, each Member shall keep confidential and not disclose to any third party or the public any portion of Member Information and Enhancements owned by the other Member that constitutes Confidential Information.

13.3 Permitted Disclosure of Confidential Business Information. Either Member may disclose Business Information that is Confidential Information: (a) to a Member's officers, directors, partners, members, employees, Affiliates, shareholders, agents, attorneys, accountants, consultants, contractors, subcontractors or advisors, for the sole purpose of such Member's performance of its obligations under this Agreement; (b) to any party to whom the disclosing Member contemplates a Transfer of all or any part of its Ownership Interest, for the sole purpose of evaluating the proposed Transfer; (c) to any actual or potential lender, underwriter or investor for the sole purpose of evaluating whether to make a loan to or investment in the disclosing Member; or (d) to a third party with whom the disclosing Member contemplates any independent business activity or operation.

The Member disclosing Confidential Information pursuant to this Section 13.3, shall disclose such Confidential Information to only those parties that have a bona fide need to have access to such Confidential Information for the purpose for which disclosure to such parties is permitted under this Section 13.3 and that have agreed in writing supplied to, and enforceable by, the other Member to protect the Confidential Information from further disclosure, to use such Confidential Information solely for such purpose and to otherwise be bound by the provisions of this Article XIII. Such writing shall not preclude parties described in Subsection 13.3(b) from discussing and completing a Transfer with the other Member. The Member disclosing Confidential Information shall be responsible and liable for any use or disclosure of the Confidential Information by such parties in violation of this Agreement and such other writing.

13.4 Disclosure Required By Law. Notwithstanding anything contained in this Article, a Member may disclose any Confidential Information if, in the opinion of the disclosing Member's legal counsel: (a) such disclosure is legally required to be made in a judicial, administrative or governmental proceeding pursuant to a valid subpoena or other applicable order; or (b) such disclosure is legally required to be made pursuant to the rules or regulations of a stock exchange or similar trading market applicable to the disclosing Member.

Prior to any disclosure of Confidential Information under this Section 13.4, the disclosing Member shall give the other Member at least ten (10) days prior written notice (unless less time is permitted by such rules, regulations or proceeding) and, in making such disclosure, the disclosing Member shall disclose only that portion of Confidential Information required to be disclosed and shall take all reasonable efforts to preserve the confidentiality thereof, including, without limitation, obtaining protective orders and supporting the other Member in intervention in any such proceeding.

13.5 Public Announcements. Prior to making or issuing any press release or other public announcement or disclosure of Business Information that is not Confidential Information, a Member shall first consult with the other Member as to the content and timing of such announcement or disclosure, unless in the good faith judgment of such Member, there is not sufficient time to consult with the other Member before such announcement or disclosure must be made under applicable Laws; but in such event, the disclosing Member shall notify the other Member, as soon as possible, of the pendency of such announcement or disclosure, and it shall notify the other Member before such announcement or disclosure is made if at all reasonably possible. Any press release or other public announcement or disclosure to be issued by either Member relating to this Business shall also identify

the other Member unless advised to the contrary.

ARTICLE XIV
RESIGNATION AND DISSOLUTION

14.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following:

(a) Upon expiration of term of this Agreement in accordance with Section 2.5;

(b) Upon the unanimous written agreement of the Members;

(c) Subsequent to five years from the date hereof, at the election of either Member upon One Hundred Eighty (180) days notice of termination to the other Member, if the Management Committee fails to adopt a Program and Budget for six (6) months after the expiration of the latest adopted Program and Budget;

(d) Upon the resignation of a Member pursuant to Section 14.2 or upon the bankruptcy, insolvency, dissolution or assignment for the benefit of creditors of a Member; or

(e) as otherwise provided by the Act.

14.2 Resignation. A Member may elect to resign from the Company by giving sixty (60) days prior notice to the other Member of the effective date of resignation, which shall be the end of the then current Program, but such resignation shall not relieve the resigning Member of any liabilities incurred or committed to by the resigning Member. Upon resignation by a Member, the resigning Member shall be deemed to have transferred to the remaining Member all of its Ownership Interest, including all of its interest in the Assets and its Capital Account, without cost and free and clear of all Encumbrances arising by, through or under such resigning Member, except those described in Paragraph 1.1 of Exhibit A and those to which both Members have agreed. The resigning Member shall execute and deliver all instruments as may be necessary in the reasonable judgment of the other Member to effect the transfer of its interests in the Company and the Assets to the other Member. A resigning Member shall have no right to receive the fair value of his Ownership Interest pursuant to the Act. If within a sixty (60) day period both Members elect to withdraw, then the Company shall instead be deemed to have been terminated by the written agreement of the Members pursuant to Section 14.1(b).

14.3 Disposition of Assets on Dissolution. Promptly after dissolution under Section 14.1, the Manager shall take all action necessary to wind up the activities of the Company, in accordance with Exhibit C. All costs and expenses incurred in connection with the dissolution of the Company shall be expenses chargeable to the Business Account. Provided however, and not withstanding the provisions of Exhibit C, the Manager shall allocate, insofar as possible, all Non-Consent Property to the related Participating Member or Members.

14.4 Filing of Articles of Dissolution. Upon completion of the winding up of the affairs of the Company, the Manager shall promptly file Articles of Dissolution with the Office of the Secretary of State of the State of Oklahoma. If the Manager has caused the dissolution of the Company, whether voluntarily or involuntarily, then a person selected by a majority vote of the Members to wind up the affairs of the Company shall file the Articles of Dissolution.

14.5 Right to Data After Dissolution. After dissolution of the Company pursuant to Subsections 14.1(a), (b), (c) or (e), each Member shall be entitled to make copies of all applicable information acquired hereunder before the effective date of termination not previously furnished to it, but a bankrupt or resigning Member causing a dissolution of the Company pursuant to Subsection 14.1(d) shall not be entitled to any such copies.

14.6 Continuing Authority. On dissolution of the Company under Section 14.1, or the deemed resignation of either Member pursuant to Section 11.5, the Member that was the Manager prior to such dissolution (or the other Member in the event of a resignation by the Manager) shall have the power and authority to do all things on behalf of both Members that are reasonably necessary or convenient to: (a) wind up Operations and (b) complete any transaction and satisfy any obligation, unfinished or unsatisfied, at the time of such termination or resignation, if the transaction or obligation arises out of Operations prior to such termination or resignation. The Manager shall have the power and authority to grant or receive extensions of time or change the method of payment of an already existing liability or obligation, prosecute and defend actions on behalf of the Company and either or both Members, encumber Assets, and take any other reasonable action in any matter with respect to which the former Members continue to have, or appear or are alleged to have, a common interest or a common liability.

ARTICLE XV
DISPUTES

15.1 Governing Law. Except for matters of title to the Properties or their Transfer, which shall be governed by the law of their situs, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without regard for any conflict of laws or choice of laws principles that would permit or require the application of the laws of any other jurisdiction.

15.2 Forum Selection. The Members (subject to actual receipt of service of process) consent and submit to exclusive venue and jurisdiction in any state or federal court in and for the City of Oklahoma City, State of Oklahoma, and the service of process under applicable provisions of the laws of the State of Oklahoma in any action commenced relating to this Agreement or the transactions contemplated hereby.

15.3 Arbitration.

(a) In the event of any disagreement between the Members over the construction, application (including whether conditions precedent to arbitration have occurred), breach, termination, validity or interpretation of the Agreement ("Dispute"), the Members agree promptly to seek to resolve such Dispute by negotiations between senior executives of the Members. All negotiations and communications pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and state rules of evidence. If the Dispute has not been resolved within forty-five (45) days after the date one Member requests resolution of a Dispute as provided in this Section 15.3, either Member may initiate arbitration pursuant to this Agreement. "Resolved" means that both Members have agreed to a disposition of the Dispute; a Dispute has not been resolved within the meaning of this subparagraph if one Member denies the existence of a Dispute or refuses to participate in the process described in this Section 15.3.

(b) Any Dispute submitted to arbitration pursuant to subparagraph (a) shall be submitted to binding arbitration, before a single arbitrator, in accordance with the following provisions. Arbitration shall be the sole and exclusive remedy of the Members in connection with any Dispute or Disputes hereunder.

(i) The arbitrator appointed under this Agreement shall be an executive or former executive of an exploration and production company, and shall have had at least 15 years of experience in the oil and gas business.

(ii) The Member desiring to initiate arbitration shall send, via certified mail, written notice of demand of arbitration to the other Member and the names of one or more proposed arbitrators together with a statement of the matter in controversy.

(iii) Within thirty (30) days after receipt of such demand, the receiving Member shall either agree to one of the arbitrators proposed by the other Member, or propose one or more arbitrators. If the receiving Member fails or refuses to agree to or propose an arbitrator within such 30-day period or if the Members cannot agree on an arbitrator, within sixty (60) days after receipt of such demand, all Disputes shall be settled by arbitration administered by the AAA in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered the arbitrator may be entered in any court having jurisdiction thereof.

(iv) The arbitrator may hire, at the expense of the Members, legal, accounting, geological, engineering or other consultants the arbitrator believes are necessary or useful.

(v) Adherence to formal rules of evidence shall not be required. The arbitrator shall consider any evidence and testimony that it determines to be relevant.

(vi) The arbitrator shall render their decision within thirty (30) calendar days following the conclusion of the hearing. The arbitrator shall have the authority to determine the scope of the arbitrator's authority, the Dispute, including any other Disputes arising in the course of the arbitration, and the damages, if any, to which any Member may be entitled.

(vii) Any decision by the arbitrator shall be final, binding and non-appealable. Any such, decision may be filed in any court of competent jurisdiction and may be enforced by any Member as a final judgment in such court. There shall be no grounds for appeal of any arbitration award hereunder.

(viii) The arbitration proceedings shall be conducted in Oklahoma City, Oklahoma.

(ix) Limited civil discovery shall be permitted for the production of documents and taking of depositions.

(x) All civil discovery shall be governed by the Oklahoma Rules of Civil Procedure. All issues regarding information with discovery requests shall be decided by the arbitrator.

(xi) The arbitrator has no authority to award punitive damages or any other damages not measured by the prevailing Member's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this agreement.

(xii) The award of the arbitrator may, but is not required to be, accompanied by a reasoned opinion.

(xiii) Neither Member nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Members.

(xiv) The arbitrator may award to the prevailing Member, if any, as determined by the arbitrator, all or some portion of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, telephone, court costs, witness fees, and attorneys' fees. Notwithstanding the foregoing, each Member shall pay, within 15 days of being billed by the arbitrator, one-half of the total amounts billed by the arbitrator to both Members for arbitration fees, services and expenses incurred by the arbitrator; it is expected that the arbitrator will bill on a monthly basis, but actual billing shall be as determined by the arbitrator.

ARTICLE XVI GENERAL PROVISIONS

16.1 Notices. All notices, payments and other required or permitted communications ("Notices") to either Member shall be in writing, and shall be addressed respectively as follows:

If to Patrick: Patrick Energy Corp.
6120 S. Yale, Suite 810
Tulsa, Oklahoma 74136
Attention: Mark A. Patrick
Telephone: (918) 477-7755
Facsimile: (918) 491-6680

With a Copy to: Chester, Willcox, and Saxbe, LLP
17 South High Street, Suite 900
Columbus, Ohio 43215
Attention: J. Richard Emens
Telephone: (614) 221-4000
Facsimile: (614) 221-4012

If to KLT Gas: Mr. David B. Jensen,
Vice President, Operations
KLT Gas Inc.
1201 Walnut
Kansas City, Missouri 64406
dbj6606@kcpl.com
Telephone: (816) 556-2887
Facsimile: (816) 556-2337

With a Copy to: H. Martin Gibson
Winstead Sechrest & Minick, P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270-2199
mgibson@winstead.com
Telephone: (214) 745-5149
Facsimile: (214) 745-5390

All Notices shall be given (a) by personal delivery to the Member, (b) by electronic communication, capable of producing a printed transmission, such as Facsimile or Electronic mail, and followed by mail with a copy of the date and time verification; but excluding electronic mail, (c) by registered or certified mail return receipt requested, or (d) by overnight or other express courier service. All Notices shall be effective and shall be deemed given on the date of receipt at the principal address if received during normal business hours, and, if not received during normal business hours, on the next business day following receipt, or if by electronic communication, on the date of such communication. Either Member may change its address by Notice to the other Member.

16.2 Gender. The singular shall include the plural, and the plural the singular wherever the context so requires, and the masculine, the feminine, and the neuter genders shall be mutually inclusive.

16.3 Currency. All references to "dollars" or "\$" herein shall mean lawful currency of the United States of America.

16.4 Headings. The subject headings of the Sections and Subsections of this Agreement and the Paragraphs and Subparagraphs of the Exhibits to this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

16.5 Waiver. The failure of either Member to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such Member's right thereafter to enforce any provision or exercise any right.

16.6 Modification. No modification of this Agreement shall be valid unless made in writing and duly executed by both Members.

16.7 Force Majeure. Except for the obligation to make payments when due hereunder, the obligations of a Member shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation, labor disputes (however arising and whether or not employee demands are reasonable or within the power of the Member to grant); acts of God; Laws, instructions or requests of any government or governmental entity; judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of Environmental Laws; action or inaction by any federal, state or local agency that delays or prevents the issuance or granting of any approval or authorization required to conduct Operations beyond the reasonable expectations of the Member seeking the approval or authorization; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; delay or failure by suppliers or transporters of oil or gas (including gathering and pipelines), and of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; actions by native rights groups, environmental groups, or other similar special interest groups; or any other cause whether similar or dissimilar to the foregoing, but not including low prices. The affected Member shall promptly give notice to the other Member of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, and the expected duration thereof. The affected Member shall resume performance as soon as reasonably possible. During the period of suspension the obligations of both Members to advance funds pursuant to Section 11.2 shall be reduced to levels consistent with then current Operations.

16.8 Rule Against Perpetuities. The Members do not intend that there shall be any violation of the Rule Against Perpetuities, the Rule Against Unreasonable Restraints on the Alienation of Property, or any similar rule. Accordingly, if any right or option to acquire any interest in the Properties, in an Ownership Interest, in the Assets, or in any real property exists under this Agreement, such right or option must be exercised, if at all, so as to vest such interest within time periods permitted by applicable rules. If, however, any such violation should inadvertently occur, the Members hereby agree that a court shall reform that provision in such a way as to approximate most closely the intent of the Members within the limits permissible under such rules.

16.9 Further Assurances. Each of the Members shall take, from time to time and without additional consideration, such further actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement or as may be reasonably required by lenders in connection with Project Financing.

16.10 Entire Agreement; Successors and Assigns. This Agreement and the Members' Agreement between Patrick and KLT Gas, dated January 14, 2000, contain the entire understanding of the Members and supersedes all prior agreements and understandings between the Members relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Members.

16.11 Counterparts. This Agreement may be executed in any number of counterparts, and it shall not be necessary that the signatures of both Members be contained on any counterpart. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Patrick Energy Corp.

By: /s/Mark Patrick
Name: Mark Patrick
Title: Vice President

KLT Gas Inc.

By: /s/David M. McCoy
Name: David M. McCoy
Title: President

Amended Articles Accepting
Close Corporation Law
(Submit in duplicate with filing fee of \$25.00)

The corporation's Articles of Incorporation are hereby amended and restated by two-thirds of all outstanding shareholders on May 16, 2000 to become a statutory close corporation:

Article One

The name of the corporation is KLT Telecom Inc. and it is a statutory close corporation.

Article Two

The name and address of its initial registered agent in this state is:

Corporation Service Company
dba CSC-Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101

Article Three

(A) The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue are as follows:

70,000 shares of common stock, all of which are without par value.

(B) The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

There shall be no preferences, qualifications, limitations, restrictions or special or relative rights, including convertible rights, in respect of the shares herein authorized.

Article Four

(A) The transfer of shares by a living shareholder are as follows:

- 1. by section 351.770; or
- 2. Stated as follows (state conditions for transfer):

There are no conditions or restrictions on transfer.

(B) The transfer of shares of a deceased shareholder are as follows:

- 1. Governed by sections 351.780, 785 & 790 and modified as follows (state modifying conditions if any):

or

- 2. Governed by the following conditions:

There are no conditions or restrictions on transfer.

Article Five
(Choose one)

(X) The corporation does not have a board of directors; or

() The number of directors to constitute the first board of directors is _____. Thereafter the number of directors shall be fixed by, or the manner provided in the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change; or

() The number of directors to constitute the board of directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but not need, be named.)

Article Six

The duration of the corporation is Perpetual

Article Seven

The corporation is formed for the following purposes:

The corporation is organized to engage in any lawful purpose.

Article Eight

This close corporation shall be dissolved in the following manner (complete both A & B):

(A) The following shareholder or shareholders have authority to dissolve the corporation (indicate alt if all have authority and the percentage of votes required to vote on the dissolution, otherwise list name of individual shareholders with authority to dissolve):

All shareholders have authority to vote on a proposal of dissolution. Such proposal must be approved by at least 2/3 of the votes entitled to be cast on the proposal.

(B) The above shareholder or shareholders may dissolve the corporation as follows:

1. At will (check here (x)) or
2. Upon the occurrence of the following specified event(s) or contingency(ies):

Article Nine

The following statement shall appear conspicuously on each share certificate:

The rights of shareholders in a statutory close corporation may differ materially from the rights of shareholders in other corporations. Copies of the articles of incorporation and bylaws, shareholders' agreements, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a shareholder on written request to the corporation. (351.760, RSMo)

Article Ten
(Any additional optional statements)

The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

(Date may not be more than 90 days after the filing date in this office)

In affirmation thereof, the facts stated above are true.

/s/R. G. Wasson	James P. Gilligan	May 16, 2000
Signature of	Printed or Typed	Date of
Officer or	Name of	Signature
Chairman of the	Incorporators	
Board		

KLT TELECOM INC.

AMENDED AND RESTATED
BYLAWS

JULY 3, 2000

KLT TELECOM INC.

AMENDED AND RESTATED
BYLAWS

ARTICLE I

OFFICES

Section 1. The registered office of the Corporation in the State of Missouri shall be at Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 221 Bolivar Street Jefferson City MO 65101.

Section 2. The Corporation also may have offices at such other places either within or without the State of Missouri as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

SHAREHOLDERS

Section 1. All meetings of shareholders shall be held at such place within or without the State of Missouri as may be selected by the Board of Directors, but if the Board of Directors shall fail to designate a place for said meeting to be held, then the same shall be held at the registered office of the Corporation.

Section 2. An annual meeting of the shareholders shall be held on the second Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next succeeding day not a legal holiday, for the purpose of electing directors of the Corporation and transacting such other business as may properly be brought before the meeting.

Section 3. Special meetings of the shareholders may be called by the President or by the holders of not less than one-fifth of all outstanding shares entitled to vote at such meeting.

Section 4. Written or printed notice of each meeting of the shareholders, annual or special, shall be given in the manner provided in the corporation laws of the State of Missouri. In case of a call for any special meeting, the notice shall state the time, place and purpose of such meeting.

Any notice of a shareholders' meeting sent by mail shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid addressed to the shareholder at his address as it appears on the records of the Corporation.

Section 5. Meetings of the shareholders may be held without notice at any time and place, either within or without the State of Missouri, if all shareholders entitled to vote at any such meeting shall have waived notice thereof or shall be present in person or represented by proxy, and any action required to be taken by shareholders may be taken at any such meeting.

Section 6. At least ten days before each meeting of the shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order with the address of and the number of shares held by each, shall be prepared by the officer having charge of the transfer book for shares of the Corporation. Such list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be

produced and 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 share ledger or transfer book, or a duplicate thereof kept in the State of Missouri, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

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

Section 7. Each outstanding share entitled to vote under the provisions of the Certificate of Incorporation of the Corporation shall be entitled to one vote on each matter submitted at a meeting of the shareholders. 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 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. At any meeting of shareholders, a majority of the outstanding shares entitled to vote represented in person or by proxy shall constitute a quorum for the transaction of business, except as otherwise provided by statute or by the Certificate of Incorporation or by these Bylaws. The holders of a majority of the shares represented in person or by proxy and entitled to vote at any meeting of the shareholders shall have the right successively to adjourn the meeting to the same or a different location and to a specified date not longer than ninety days after any such adjournment, whether or not a quorum be present. The time and place to which any such adjournment is taken shall be publicly announced at the meeting, and no notice need be given of any such adjournment to shareholders not present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 9. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy, as the bylaws of such corporation may prescribe, or in the absence of such provision, as the board of directors of such corporation may determine.

Section 10. The President of the Corporation shall convene all meetings of the shareholders and shall act as chairman thereof. The Shareholders may appoint any other officer of the Corporation or shareholder to act as chairman of any meeting of the shareholders in the absence of the President.

The Secretary of the Corporation shall act as secretary of all meetings of shareholders. In the absence of the Secretary at any meeting of shareholders, the presiding officer may appoint any person to act as secretary of the meeting.

Section 11. Unless otherwise provided by statute or by the Certificate of Incorporation, any action required to be taken by shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Pursuant to Section 351.805, RSMo, the Articles of Incorporation of the Corporation provide that the Corporation shall operate without a board of directors.

Section 2. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the shareholders.

Section 3. Unless the Articles of Incorporation provide otherwise, action requiring director approval or both director and shareholder approval is authorized if approved by the shareholders, and action requiring a majority or greater percentage vote of the board of directors is authorized if approved by the majority or greater percentage of the votes of shareholders entitled to vote on the action.

Section 4. A requirement by a state of the

United States that a document delivered for filing contained a statement that specified action has been taken by the board of directors is satisfied by a statement that the Corporation is a statutory close corporation without a board of directors and that the action was approved by the shareholders.

Section 5. The shareholders by resolution may appoint one or more shareholders to sign documents as "designated directors".

Section 6. A shareholder is not liable for his act or omission, although a director would be, unless the shareholder was entitled to vote on the action.

ARTICLE IV

OFFICERS

Section 1. The officers of the Corporation may include a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be appointed by the shareholders. Any one person may hold two or more offices except that the offices of President and Secretary may not be held by the same person.

Section 2. The officers shall be elected annually by the shareholders. The office of the Vice President may or may not be filled as may be deemed advisable by the shareholders.

Section 3. The shareholders may from time to time appoint such other officers as they shall deem necessary or expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as the shareholders or the President may from time to time determine.

Section 4. The officers of the Corporation shall hold office until their successors shall be chosen and shall qualify. Any officer appointed by the shareholders may be removed at any time by the affirmative vote of the shareholders. If the office of any officer becomes vacant for any reason, or if any new office shall be created, the vacancy may be filled by the shareholders.

Section 5. The salaries, if any, of all officers of the Corporation shall be fixed by the shareholders.

ARTICLE V

POWERS AND DUTIES OF OFFICERS

Section 1. The President shall have general and active management of, and exercise general supervision of, the business and affairs of the Corporation, subject, however, to the right of the shareholders to delegate any specific power to any other officer or officers of the Corporation, and shall see that all orders and resolutions of the shareholders are carried into effect. He/she may sign with the Secretary of the Corporation stock certificates, deeds, mortgages, bonds, contracts or other instruments; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the shareholders from time to time. The President shall preside at all meetings of the shareholders.

Section 3. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of election) shall perform the duties of the President and when so acting, shall have the powers of the President, and shall perform such other duties as from time to time may be assigned to him/her by the President or by the shareholders.

Section 4. The Secretary shall attend all meetings of the shareholders and shall keep the minutes of such meetings. He/she shall give, or cause to be given, notice of all meetings of the shareholders, and shall perform such other duties as may be prescribed by the shareholders or President.

The Secretary shall keep the corporate books and records, prepare the necessary reports to the State and to the directors. He/she shall in all respects perform those usual and customary duties which such officer performs in business corporations.

Section 5. The Treasurer shall have the custody of all moneys and securities of the

Corporation. He/she is authorized to collect and receive all moneys due the Corporation and to receipt therefor, and to endorse in the name of the Corporation and on its behalf, when necessary or proper, all checks, drafts, vouchers or other instruments for the payment of money to the Corporation and to deposit the same to the credit of the Corporation in such depositories as may be designated by the shareholders.

He/she is authorized to pay interest on obligations and dividends on stocks of the Corporation when due and payable. He/she shall, when necessary or proper, disburse the funds of the Corporation, taking proper vouchers for such disbursements. He/she shall render to the shareholders and the President, whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation. He/she shall perform such other duties as may be prescribed by the shareholders or the President.

Section 6. Unless otherwise ordered by the shareholders, the President or any Vice President of the Corporation (a) shall have full power and authority to attend and to act and vote, in the name and on behalf of this Corporation, at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock, and (b) shall have full power and authority to execute, in the name and on behalf of this Corporation, proxies authorizing any suitable person or persons to act and to vote at any meeting of shareholders of any corporation in which this Corporation may hold stock, and at any such meeting the person or persons so designated shall possess and may exercise any and all of the rights and powers incident to the ownership of such stock.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. The shareholders shall provide for the issue, transfer and registration of the certificates representing the shares of capital stock of the Corporation, and shall appoint the necessary officers, transfer agents and registrars for that purpose.

Section 2. Until otherwise ordered by the shareholders, stock certificates shall be signed by the President or a Vice President and by the Secretary. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any stock certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued by the Corporation with the same effect as if the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Corporation.

Section 3. Transfers of stock shall be made on the books of the Corporation only by the person in whose name such stock is registered or by his attorney lawfully constituted in writing, and unless otherwise authorized by the shareholders, only on surrender and cancellation of the certificate transferred. No stock certificate shall be issued to a transferee until the transfer has been made on the books of the Corporation.

The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

DIVIDENDS

Dividends may be declared at such times as the shareholders shall determine from the net earnings, or earned surplus, in accordance with law. Stock dividends may be declared if justified and provided capital is not impaired by such action.

ARTICLE VIII

FISCAL YEAR

Section 1. The fiscal year of the Corporation

shall be the calendar year.

ARTICLE IX

WAIVER OF NOTICE

Whenever by statute or by the Certificate of Incorporation or by these Bylaws any notice whatever is required to be given, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X

INDEMNIFICATION BY THE CORPORATION

The Corporation shall indemnify to the full extent authorized or permitted by The General and Business Corporation Law of Missouri, as now in effect or as hereafter amended, any person made or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation) by reason of the fact that he/she is or was a shareholder, officer, employee or agent of the Corporation or serves any other enterprises as such at the request of the Corporation.

The foregoing right of indemnification shall be deemed exclusive of any other rights to which such persons may be entitled apart from this Article X. The foregoing right of indemnification shall continue as to a person who has ceased to be a shareholder, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI

AMENDMENTS

The shareholders may make, alter, amend or repeal Bylaws of the Corporation at any annual or special meeting of shareholders by a majority vote of the shareholders present and entitled to vote at such meeting, provided a quorum is present.

CERTIFICATE OF INCORPORATION
OF
DIGITAL SYSTEMS ENGINEERING, INC.

FIRST: The name of the corporation is DIGITAL SYSTEMS ENGINEERING, INC.

SECOND: Its Registered Office in the State of Delaware is to be located at 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The Registered Agent in charge thereof is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of the total authorized capital stock of this corporation is One Hundred Dollars No/00 (\$100.00) divided into Ten Thousand (10,000) shares of One Cent (\$.01) each.

FIFTH: The name and mailing address of the incorporator is as follows: Mark G. English, 1201 Walnut, Kansas City, Missouri 64141.

SIXTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended after the filing of the Certificate of Incorporation of which this Article is a part, to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

SEVENTH: The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended or granted subject to the rights reserved in this Article.

EIGHTH: The number of directors shall be fixed by or shall otherwise be determined in the manner provided in the Bylaws of the corporation.

NINTH: The Board of Directors of the corporation shall have the power to make, alter, amend or repeal Bylaws for the corporation from time to time.

TENTH: The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise to the fullest extent permitted by the laws of the State of Delaware.

The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise to the fullest extent permitted by the laws of the State of Delaware.

I, the undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify' that the facts herein stated are true, and have accordingly hereunto set my hand on this 28 day of May, 1997.

/s/Mark G. English
MARK G. ENGLISH

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 28th day of May, 1997, before me the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Mark G. English, to me known to be the person who executed the foregoing instrument in my presence and that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

/s/Vickie L. Flores
Notary Public

My Commission Expires:

May 29, 2000
Vickie L. Flores
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

FIRST: That by joint consent action of the Stockholders and Board of Directors of Digital Systems Engineering, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Article FIRST" so that, as amended, said Article shall be and read as follows;

"The name of the corporation is Advanced Measurement Solutions, Inc."

SECOND: That thereafter, pursuant to consent action of its Stockholders and Board of Directors of said corporation the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said Digital Systems Engineering, Inc. has caused this certificate to be signed by Kurt Ohms, President, this 27th day of June, A.D. 1997.

/s/Kurt Ohms
KURT OHMS, President

BY-LAWS

OF

DIGITAL SYSTEMS ENGINEERING, INC.

ARTICLE I

Name and Location

Section 1. The name of the corporation is Digital Systems Engineering, Inc.

Section 2. The corporation shall have offices and places of business at such other place or places either within or without the State of Delaware as may be determined from time to time by the Board of Directors.

ARTICLE II

Shareholders

Section 1. The annual meeting of the shareholders of this corporation for the election of directors and the transaction of such other business as may properly come before such meetings shall be held on the second Tuesday of April of each year, if not a legal holiday, and if a legal holiday, then on the next business day thereafter commencing with the year 1998.

Section 2. Special meetings of the shareholders may be called at any time by the President, Board of Directors, or the holders of not less than one-fifth (1/5) of the outstanding shares of common stock entitled to vote at such meeting.

Section 3. Annual and special meetings of the shareholders shall be held at the then registered office of the corporation, or at such other place within or without the State of Delaware as the notice of such meeting shall specify, or as the shareholders may agree.

Section 4. Written or printed notice of each meeting of shareholders stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or given not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Section 5. Any shareholders' meeting may be adjourned from time to time until its business is completed, and the shareholders present at any meeting, or any adjourned meeting, though less than a quorum, may adjourn from time to time to a specified date not longer than ninety (90) days after such adjournment, without the notice other than announcement at the meeting, until a quorum shall be obtained.

Section 6. At all meetings of the shareholders of the corporation, the shareholders of record on the books of the corporation holding a majority of the outstanding shares of common stock entitled to vote, shall constitute a quorum. Every decision of a majority of such quorum shall be valid as corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or the laws of the State of Delaware then in effect.

Section 7. At any meeting of the shareholders, the shareholder entitled to vote at such meeting may be represented by proxy, evidence of which shall be in writing and exhibited to the proper officers.

Section 8. At a meeting of the shareholders, inspectors of election shall be required only upon the request of the holders and proxies of holders of a majority of the stock represented at such meeting, and, unless so requested, such inspectors shall not be required.

Section 9. Any shareholder may waive notice of any shareholders' meeting either in writing or by telegram, before or after the time of such meeting, and whether he attends the meeting or not and the presence of the shareholder in person or by proxy at any shareholders' meeting shall be a waiver of any notice required herein or by law provided for except where a shareholder attends a meeting for the express purpose

of objecting to the transaction of any business because the meeting is not lawfully called or convened. Whenever all persons entitled to vote at any meeting or the shareholders consent either by a writing on the records of the meeting, or filed with the Secretary, or by presence at such meeting, and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the proceedings at such meeting shall be as valid as if had a meeting regularly called and noticed, and at such meetings any business, including the election of directors, may be transacted unless excepted from the written consent or unless objected to at the time for want of notice. If any meeting of the shareholders be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid, and the irregularity or defect therein waived, by a writing signed by all persons having the right to vote at such meeting. Such consent or ratification and approval may be by proxy or attorney, but all such proxies and powers of attorney must be in writing and delivered to the Secretary.

Section 10. Persons holding stock which has been pledged, or holding stock as executor, administrator, guardian or trustee, may represent and vote the same on all issues.

Section 11. Any action required by the shareholders to be taken at a meeting of the shareholders of the corporation of any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so to be taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the shareholders at a meeting duly held and may be stated as such in a certificate of document filed by the corporation. The Secretary shall file such consent with the minutes of the meeting of the shareholders.

ARTICLE III

Board of Directors

Section 1. The Board of Directors shall consist of one (1) person, or such number of persons as set forth in the amendments to these Bylaws made from time to time, which persons shall be elected by the shareholders at the first meeting of the shareholders and thereafter at the annual meeting or at a special meeting of the shareholders called for that purpose. Each director shall hold office until the next succeeding annual meeting of shareholders or until his successor is duly elected and qualified, unless he resigns or is removed from office at an earlier date. The directors shall hold office at the pleasure of the shareholders and may be removed at any time, with or without cause, by a majority vote of the shareholders. In case of the death, resignation or removal of one or more of the directors of the corporation, a majority of the survivors or remaining directors may fill the vacancy or vacancies until the successor or successors are elected at the next annual meeting of the shareholders or until a special shareholders' meeting shall be called and held to fill such vacancy or vacancies.

Section 2. All meetings of the Board of Directors of this corporation may be held within or without the State of Delaware as may be provided in the resolution or notice calling such meeting. The annual meeting of the directors for the purpose of electing officers and transacting such other business as may come before the meeting shall be held on the second Tuesday of April of each year immediately following the adjournment of such annual meeting of the shareholders held on that day. No notice of such annual meeting of the directors need be given. If for any reason such annual meeting of the directors is not or cannot be held as herein prescribed, the officers may be elected at the first meeting of the directors thereafter called pursuant to the Bylaws. Regular meetings of the Board of Directors shall be held at such times as the Board may from time to time provide and without any notice other than resolution or action providing for such meetings. Special meetings of the Board of Directors may be called at any time upon the call of any member of the Board. Written notice of all special meetings of the Board of Directors shall be given to each director, upon which notice shall state the time, place and purpose of such meeting, and shall be personally served upon each director at least one day before such meeting, or sent by mail or telegram at least two days

before such meeting, addressed to the last known residence or place of business of each director. Attendance of a director at any meeting, whether regular or special, 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. Whenever all persons entitled to vote at any meeting of the directors consent, either by a writing on the records of the meeting or filed with the Secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the valid deliberations at such meeting without objection, the proceedings at such meeting shall be as valid as if had a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or objected to at the time for want of notice. If any meeting of the directors be irregular for want of notice, or of such consent, provided a quorum was present at such meeting, the proceedings of such meeting may be ratified and approved and rendered likewise valid, and the irregularity or defect therein waived, by a writing signed by all persons having the right to vote at such meeting. Whenever any notice is required to be given to any director under any provisions of the Bylaws, a waiver thereof in writing, signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. A majority of the Board of Directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be valid as a corporate act, except as may be otherwise specifically required by law or by the Articles of Incorporation or by these Bylaws; and if less than a quorum be present at any meeting, those present may adjourn from time to time and fix dates for subsequent meetings until a quorum shall be present.

Section 4. The property and business of the corporation shall be controlled and managed by the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 5. The Board of Directors may by resolution adopted by a majority of the entire Board, designate two or more of the directors to constitute and agent or committee of the Board, which agent or committee shall have and exercise all of the authority of the Board of Directors to the extent provided in said resolution in the management of the corporation and may have the power to authorize the seal of the corporation to be affixed to all papers which may require it. Such agent or committee shall keep a regular record of the actions taken in accordance with the resolution authorizing such agent or committee to act and shall report the same to the Board of Directors when required.

Section 6. Directors as such shall not receive any stated salary for their services but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 1. The officers of the corporation shall consist of a President, the Secretary and a Treasurer. The Board of Directors may also choose and appoint one or more Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers, and such additional officers and agents, if any, as it may deem necessary from time to time. Any two or more offices may be held by one and the same person.

Section 2. The officers shall be elected at the first meeting of the Board of Directors held after the annual meeting of the shareholders or as soon thereafter as possible. A majority of the votes cast shall be necessary for the election of any person to an office of the corporation. The officers shall hold office at the pleasure of the Board of Directors from the dates of their respective elections and may be removed at any time with or without cause by a majority

vote of all of the directors. Absent prior removal by the directors, the officers shall continue in office from the date of their respective elections until the first meeting of the Board of Directors after the next annual meeting of the shareholders and until their successors are duly elected and qualified.

Section 3. The President shall preside at all meetings of the Board of Directors; shall sign all notes, agreements or other instruments in writing made and entered into for or on behalf of the corporation; and sign all certificates of stock, and he shall have general supervision over the business and affairs of the corporation. The President of the corporation shall be its chief officer and shall perform such duties as usually pertain to that office.

Section 4. The vice Presidents in order of the seniority shall perform all of the duties of the President in the even of the death, disability or absence of the President and such other duties, if any, as may be prescribed by the Board of Directors.

Section 5. The Secretary shall keep an accurate record of the proceedings of the meetings of the shareholders and directors; he shall give notice of the meetings of the shareholders and of the directors required by law and the Bylaws; he shall countersign all certificates of stock; the Secretary shall attach the corporate seal to stock certificates and to all other documents and instruments requiring it and shall perform such other duties as are usually incident to the office of the Secretary. The Assistant Secretaries in the order of their seniority shall perform all of the duties of the Secretary in the event of the death, disability or absence of the Secretary and such other duties, if any, as may be prescribed by the Board or Directors. The Assistant Secretary is specifically authorized to perform the duties and functions of the Secretary, including but not limited to the attestation or certification of written documents on behalf of the corporation and placing the corporate seal on such documents when the Secretary of the corporation is absent from the principal place of business and office of the corporation.

Section 6. The Treasurer shall have charge of the funds of the corporation and shall keep an accurate account of all financial transactions of the corporation. The Treasurer shall deposit or cause to be deposited all funds of the corporation in the corporation's name in such banking institution or institutions as may be designated by the Board of Directors. The Treasurer shall make a report to the shareholders at the annual shareholders' meeting and shall make additional reports to the President and to the Board of Directors whenever so directed by the President of the Board. The Assistant Treasurer is specifically authorized to perform the duties and functions of the Treasurer when the Treasurer is absent from the principal place of business and office of the corporation. The Assistant Treasurer shall also perform any other duties as may be prescribed by the Board of Directors.

Section 7. The board of Directors may required any officer or officers to furnish the corporation a bond in such form and sum and with security satisfactory to the Board of Directors for the faithful performance of the duties of their offices and the restoration to the corporation in cause of death, resignation or removal from the office of such officer or officers of all books, papers, vouchers, money and other property, whatsoever kind, in their possession belonging to the corporation. Nothing contained in this section shall be construed as requiring such a bond unless the directors in their discretion determine that such bond shall be furnished.

Section 8. The Board of Directors shall from time to time in its discretion fix or alter the compensation of any officer. The Board of Directors may delegate the power to alter and fix compensation of any officer by a vote of the majority of the full Board of Directors by a resolution at any meeting of the Board of Directors.

Section 9. Checks, drafts or other orders for the payment of money of this corporation shall be signed by such person or persons as the Board of Directors may from time to time designate. A person so designated need not necessarily be an officer of the corporation.

ARTICLE V

Capitalization, Certificates of Stock

and Transfers

Section 1. The authorized capital stock of this corporation shall be as set forth in the Articles of Incorporation of amendments thereto made from time to time.

Section 2. The certificates of stock of this corporation shall be in such form, not inconsistent with the Articles of Incorporation, as shall be prepared or approved by the Board of Directors. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall bear the corporate seal. All certificates shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the books of the corporation. Shares of the stock of the corporation shall be transferred only on the books of the corporation upon the authority of the holder thereof and upon surrender and cancellation of certificates for a like number of shares.

Section 3. The corporation shall be entitled to treat the holder of record of any share of shares of stock as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

Section 4. In the case of the loss or destruction of any certificate of stock, a new certificate may be issued upon the following conditions: The owner shall file with the Secretary an affidavit giving the facts in relation to the ownership and the loss or destruction of said certificate, stating its number and the number of shares represented thereby. The Secretary shall present such affidavit to the Board of Directors, and if the Board of Directors shall be satisfied that such certificate has been destroyed or lost, and that new certificate ought to be issued in lieu thereof, the Board may direct the officers of the corporation to issue a new certificate upon the filing of a bond in such penal sum, with such condition, in such forms and with such surety as the Board of Directors may prescribe, to indemnify and save harmless this corporation from any loss, expense, damage or liability occasioned by the issuance of such new certificate, and upon the filing of such bond, the proper officers of the corporation shall issue a new certificate for the number of shares to the owner of the certificate so lost or destroyed.

Section 5. Any and all stock not issued shall be held by the corporation subject to the disposal of the Board of Directors and such unissued stock shall neither vote nor participate in dividends.

Section 6. All the issued and outstanding stock of the corporation that may be purchased or otherwise acquired by the corporation shall be treasury stock, and shall be subject to the disposal of the Board of Directors and such treasury stock shall neither vote nor participate in dividends while held by the corporation.

Section 7. The records of the corporation concerning transfers of common stock of the corporation shall be closed for a period of thirty days before the day of payment of any dividend and before each annual meeting of the shareholders and the shareholders of record before such closing of the books prior to the payment of dividend or each annual meeting of the shareholders shall be considered the correct and true record of the shareholders for the purpose of the payment of such a dividend and for all purposes with respect to such annual meeting of the shareholders.

ARTICLE VI

Seal

Section 1. The seal of the corporation shall be in circular form with the following words thereon: "DIGITAL SYSTEMS ENGINEERING, INC - DELAWARE - CORPORATE SEAL."

Section 2. The corporate seal may be affixed to any instrument by impression only, unless by resolution of a majority of the Board of Directors specific authorization is given to attach the corporate seal to multiple instruments by reproduction, by engraving,

printing, or other facsimile process.

ARTICLE VII

Agents and Attorneys

Section 1. The Board of Directors may appoint such agents, attorneys and attorneys in fact of the corporation as it may deem proper and may by written power of attorney authorize such agents, attorneys or attorneys in fact to represent it and for it and in its name, place and stead and for its use and benefit to transact any and all business which said corporation is authorized to transact or do by its Articles of Incorporation and in its name, place and stead and as its corporate act and deed, to sign, acknowledge and execute any and all contracts or instruments in writing necessary or convenient in the transaction of such business as fully to all intents and purposes as said corporation might or could do if it acted by or thorough its regularly elected and qualified officers.

Section 2. The appointments, authorization and powers referred to in Section 1 of this Article shall not be valid unless authorized or permitted by resolution passed by a majority of the Board of Directors at any meeting of the Directors, regular or special.

ARTICLE VIII

Indemnification of Directors and Officers

Section 1. Every person who is or has been a director or officer of the corporation shall be indemnified by the corporation against all expenses reasonably incurred by him in connection with any actions, suits or proceedings to which he may be a party defendant, or with which he may be threatened by reason of or growing out of or in relation to his being or having been a director or officer of the corporation. The term "expenses" includes amounts paid in satisfaction of judgments or in settlement other than amounts paid to the corporation itself. However, the corporation shall not indemnify any director or officer in relation to matters as to which he shall be adjudged liable for negligence or misconduct in the performance of his duties as such director or officer.

Section 2. The corporation shall not indemnify any director or officer in case of a settlement or payment of a judgment or the incurring of other expenses referred to in Section 1 of this Article unless such settlement payment of judgment, or incurring of expenses shall be approved by a majority of the directors of the corporation then in office other than those involved in the matter out of which said settlement, judgment or incurring of expenses arises, regardless of whether or not such majority constitutes a quorum of the Board of Directors. If there are not at least three directors in office other than those involved in that particular matter, such officers or directors involved shall not be indemnified unless such settlements, payment of judgment, or incurring of expenses is approved by the holders of the then outstanding stock of the corporation, which holders are not involved in that particular matter. The foregoing right of indemnification shall not be exclusive, but shall be in addition to all other rights and remedies to which any director or officer may be entitled as a matter of law.

Section 3. The corporation shall indemnify any officer or director who is successful on the merits or otherwise in defense of any suit, action or proceedings referred to in Section 1 and Section 2 to the extent of all expenses actually and reasonably incurred by him in connection with such defense, including, but not limited to, attorneys' fees.

Section 4. The corporation shall not indemnify any director or officer for any fine, settlement, judgment or reasonable expenses or attorneys' fees, unless a determination is made that such director or officer has met the applicable standards of conduct set forth in this Article. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority vote of the common stockholders.

Section 5. The corporation shall upon written

request of the officer or director pay the expenses of defending any actual or threatened action, suit or proceedings in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by the officer or director to repay such amount unless it shall be ultimately determined as provided in Section 4 that he is entitled to be indemnified by the corporation.

Section 6. The corporation shall have the power to purchase insurance on behalf of any officer or director of the corporation or anyone serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprises against any liability asserted against or incurred by him in such capacity, whether or not the corporation would have the power to indemnify him against such liability under this Article. The right of indemnification under this Article shall not be exclusive, but shall be in addition to all other rights and remedies to which any director or officer may be entitled as a matter of law.

ARTICLE IX

Joint Meetings of Directors and Shareholders

Section 1. Joint meetings of the directors and shareholders of this corporation may be held at any time or at any place pursuant to a resolution duly adopted by the Board of Directors.

Section 2. The minutes of any joint meeting of the shareholders and directors as provided in Section 1 of this Article shall affirmatively show the number of shares of stock of the corporation represented at such meeting and the number of shares in stock voted for or against any resolution, motion or proposition submitted at such meeting.

ARTICLE X

Fiscal Year

The fiscal year of the Corporation shall be fixed and may be changed by resolution of the Board of Directors. Until action by the Board fixing some other fiscal year, the fiscal year end of the Corporation shall be the last day of the month of December.

ARTICLE XI

Amendment of Bylaws

These Bylaws may be amended, repealed or replaced by affirmative vote of a majority of the members of the Board of Directors of the Corporation present at any Board meeting duly called and convened, provided the substance of the proposed amendment, repeal or replacement is stated in the notice of the Board meeting at which such matter is to be considered and acted upon.

Upon motion duly made, seconded and unanimously adopted, the undersigned, constituting the directors of Digital Systems Engineering, Inc. do this 5th day of June, 1997, adopt the foregoing Bylaws, Articles I through XI inclusive, as the Bylaws of this corporation, and said Bylaws are hereby ratified and adopted by the undersigned.

/s/Kurt Ohms
Kurt Ohms

ARTICLES OF ORGANIZATION
OF
COPIER SOLUTIONS, LLC

Copier Solutions, LLC is hereby organized in accordance with the Missouri Limited Liability Company Act and the following provisions:

1. The name of the limited liability company is Copier Solutions, LLC.
2. The limited liability company is organized for the purpose of investing in and conducting business ventures as selected by the member of the limited liability company from time to time, undertaking all actions reasonably connected therewith, and transacting any or all other lawful business for which a limited liability company may be organized under Sections 341.010 to 347.187 of the Missouri Limited Liability Company Act.
3. The address of the limited liability company's registered office is 120 W. 12th Street, Kansas City, Missouri 64105, and STK Registered Agent, Inc. is the limited liability company's registered agent at such office.
4. Management of the limited liability company is vested in one or more managers.
5. The latest date on which the limited liability company is to dissolve is December 31, 2098; provided, however, that the limited liability company will dissolve upon the earlier occurrence of:

(a) The withdrawal, resignation, dissolution or termination of the member of the limited liability company; or

(b) The happening of any event that makes it unlawful or impossible to carry out the business of the limited liability company.

6. The name and address of the sole organizer is as follows:

Greg J. Mermis, Esq.
120 W. 12th St., Suite 1800
Kansas City, MO 64105

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization as of the 12th day of May 1998.

/s/Greg J.Mermis
Greg J. Mermis, Esq.
"Organizer"

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 12th day of May 1998, before the undersigned, a Notary Public, personally appeared Greg J. Mermis, Esq., personally known to me to be the same person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State above written the day and year last above written.

/s/Catherine Walters-Laylin
Notary Public in and
for said County and State

My commission expires:

(notary seal)
"NOTARY SEAL"
Catherine Walters-Laylin, Notary Public
Cass County, State of Missouri
My Commission Expires 9/23/2001

OPERATING AGREEMENT
OF
COPIER SOLUTIONS, LLC

JUNE 2, 1998

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OPERATING AGREEMENT

OF

COPIER SOLUTIONS, LLC

THIS OPERATING AGREEMENT ("Operating Agreement"), is made and entered into to be effective as of the 2nd day of June 1998, by and between Copier Solutions, LLC, a Missouri limited liability company (the "Company"), Municipal Solutions, LLC, a Delaware limited liability company as the sole member of the Company (the "Member") and Colin Dobell as the manager of the Company (the "Manager").

WHEREAS, the Member has organized the Company as a limited liability company governed by the Missouri Limited Liability Company Act (the "Missouri Act") and the Manager has agreed to act as the Manager of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth below, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

THE LIMITED LIABILITY COMPANY

1.1 Formation of Limited Liability Company. The Articles of Organization of the Company were filed in the office of the Secretary of State of Missouri pursuant to the Missouri Act on May 12, 1998 and are hereby ratified by the Member.

1.2 Registered Office and Agent. The address of the Company's registered office in the State of Missouri is located at 120 W. 12th Street, Kansas City, Missouri 64105, and the registered agent at such office is STK Registered Agent, Inc. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or registered office as the case may be, and make the appropriate filings with the secretary of state.

1.3 Purpose. The purpose and business of the Company shall be to invest in and conduct business ventures as selected by the Member from time to time, to do all other things which are reasonably incidental to the foregoing, and to transact any or all other lawful business for which a limited liability company may be organized under the Missouri Act.

1.4 Principal Place of Business. The principal place of business of the Company shall be 1201 Walnut, Kansas City, Missouri 64106, or at such other place or places within or without the State of Missouri as the Manager may designate from time to time.

1.5 Property. All assets, including real and personal property owned and held by the Company shall be owned by the Company in the name of the Company. The Member's interest in the Company shall be personal property for all purposes. Any deed, bill of sale, mortgage, lease, contract of sale or other instrument purporting to convey or encumber any interest in the property of the Company shall be signed only as authorized by the Member.

1.6 Payment of Individual obligations. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of the Member.

ARTICLE 2

DEFINITIONS

2.1 Definitions. As used in this Operating Agreement:

(a) "Capital Account" means the Capital Account determined and maintained for the Member in accordance with Section 1.704-1(b)(2)(iv) of the Regulations.

(b) "Capital Contribution" means, with respect to any Member or Economic Interest Owner, the amount of money and the fair market value of any property (other than money) contributed to the Company by the Member. The initial Capital Contribution of the Member is set forth on Exhibit A hereto, which is incorporated herein by this reference.

(c) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(d) "Economic Interest" shall mean the interest of the Member in the Company's Net Profits, Net Losses and the distribution of Net Cash Flow and/or the Company's assets pursuant to this Operating Agreement and the Missouri Act, but shall not include any right to vote on, consent to or otherwise

participate in any decision of the Member in the management of the Company.

(e) "Manager" shall mean Colin Dobell, or any replacement Manager appointed by the Member pursuant to Section 3.4 hereof

(f) "Net Cash Flow" shall mean, with respect to any period, the amount (if any) which the Proceeds for such period exceed the Operating Costs for such period, all principal and interest payments on indebtedness of the Company, and all other sums paid to lenders.

(g) "Net Profits" and "Net Losses" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year.

(h) "Operating Costs" shall mean, with respect to any period, all cash expenditures incurred incident to the normal operation of the Company's business and any amounts determined by the Manager, from time to time, to be reasonably necessary to provide a reserve for the operations, expenses, debt payments, capital improvements, and contingencies of the Company.

(i) "Percentage Interest" shall mean, with respect to the Member its percentage interest of the Economic Interests in the Company. The initial Percentage Interests of the Member is as designated in Section 6.1 of this Operating Agreement.

(j) "Person" shall include any individual, trust, estate, corporation, partnership, limited liability company, association or other entity.

(k) "Proceeds" shall mean, with respect to any period, gross receipts received by the Company from all sources during such period, including, without limitation, all sales, other dispositions, and refinancings of the Company's property, but does not include Capital Contributions as provided for in Article 6 of this Operating Agreement.

(l) "Regulations" means the Treasury Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

ARTICLE 3

MANAGEMENT

3.1 Manager. The business and affairs of the Company shall be managed by a Manager who, subject to the provisions of this Operating Agreement, shall have the responsibility for the management of the day to day business and affairs of the Company and shall have the power and authority to take, or cause to be taken, any and all actions necessary as advisable to carry out his duties as described in this Operating Agreement. The initial Manager is Colin Dobell.

3.2 Vice-Presidents and Other Officers. The Manager may appoint one or more Vice-Presidents and such other officers of the Company from time to time as the Manager deems necessary or desirable. The officers as so appointed by the Manager shall serve at the pleasure of the Manager and shall have such duties and responsibilities as may be assigned by the Manager from time to time.

3.3 Limitation on Powers of the Manager. Notwithstanding any other provisions of this Operating Agreement, the affirmative approval of the Member shall be required to:

(a) Amend this Operating Agreement or the Articles of Organization of the Company;

(b) Take any action or fail to take any action in contravention of this Operating Agreement;

(c) Admit any additional Members;

(d) Modify the Member's obligation to make a Capital Contribution;

(e) Merge or consolidate or agree to merge or consolidate the Company with or into any other entity;

(f) Sell, exchange, lease, mortgage, pledge or otherwise dispose of all or substantially all of the property of the Company in a single transaction or series of related transactions;

(g) Approve any expenditure in an amount in excess of one hundred thousand dollars (\$100,000);

(h) Assume, incur or guarantee or become liable for any indebtedness or borrowed money on behalf of the Company in excess of one hundred thousand dollars (\$100,000) in the aggregate outstanding at any time;

(i) Make or cause the Company to become a party to any

contract or commitment, or renew, extend or amend or modify any contract or commitment, unless such contract or commitment is entered into in the ordinary course of business; or

(j) Invest in or acquire any interest in any business enterprise or venture.

3.4 Removal or Resignation of Manager. The Member shall have the right to remove the Manager from time to time. Also, the Manager of the Company may resign at any time by giving thirty (30) days advance written notice to the Member. Unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective. Any vacancy created in the Manager position by the removal or resignation of the Manager shall be filled by the Member.

3.5 Compensation of Manager. The compensation of the Manager, if any, shall be fixed from time to time by the Member.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 Limitation of Liability. The Member's liability shall be limited as set forth in this Operating Agreement, the Missouri Act and other applicable law.

4.2 Company Liabilities. The Member will not be personally liable for any debts or losses of the Company beyond the Member's Capital Contributions, except as required by law.

4.3 Liability of a Member to the Company. If the Member rightfully receives a return in whole or in part of its Capital Contribution, it shall be liable to the Company only to the extent now or hereafter provided by the Missouri Act.

4.4 Independent Activities. Except as may otherwise be agreed upon in writing between the Company and the Member, the Member shall be required to devote only such time to the affairs of the Company the Member determines in its sole discretion, and the Member shall be free to serve any other Person in any capacity that it may deem appropriate in its discretion.

ARTICLE 5

MEETINGS OF MEMBERS

5.1 Action by Member without a Meeting. Any action required or permitted to be taken by the Member shall be evidenced by a written consent describing the action taken and signed by the Member, which consent shall be included in the minutes or filed with the Company records. Any action taken under this Section is effective when the Member has signed the consent, unless the consent specifies a different effective date.

ARTICLE 6

CAPITAL CONTRIBUTIONS

6.1 Initial Capital Contribution. A Capital Account shall be maintained for the Member as provided in Section 2.1(a) above, which shall include the initial Capital Contribution of the Member as set forth on Exhibit A. The initial Percentage Interest of the Member shall be as also set forth in Exhibit A.

6.2 Increase in Company Capital. The Member, in its discretion, may make contributions of additional capital to the Company from time to time.

6.3 Capital Accounts of the Member. The amount of any additional Capital Contribution made by the Member shall be added to the Member's Capital Account as of the date of such contribution.

6.4 Interest and Other Amounts. The Member shall not receive any interest, salary or draw with respect to its Capital Contributions or its Capital Account or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member, except as otherwise provided in this Operating Agreement or other agreement between the Company and the Member.

6.5 Loans of Member. The Member may loan cash or other property to the Company, should additional funds be required upon such terms and conditions as the Member may determine. Loans by the Member to the Company shall not be considered as contributions to the capital of the Company. The Member, however, shall not be obligated to make any loan or advance to the Company.

ARTICLE 7

ALLOCATIONS

7.1 Net Profits and Net Losses. All Net Profits and Net Losses for each fiscal year shall be allocated to the Member.

ARTICLE 8

ACCOUNTING. DISTRIBUTIONS AND TAXES

8.1 Distribution of Net Cash Flow. Upon the approval of the Member, the Manager shall distribute the Net Cash Flow of the Company to the Member in such amounts as so determined by the Member.

Notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company are in excess of its liabilities, except amounts payable to the Member on account of its Capital Contributions.

8.2 Accounting. The fiscal and tax year of the Company shall be the calendar year. For tax purposes, the records of the Company shall be maintained on an accrual method of accounting. The books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company. The Member shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Company.

As soon as reasonably practicable after the end of each calendar quarter, the Manager shall furnish the Member with an interim balance sheet, statement of profit and loss, and statement of cash receipts and disbursements of the Company, each prepared in accordance with generally accepted accounting principles and reviewed by the Company's independent certified public accountants. As soon as reasonably practicable after the end of each fiscal and tax year, the Manager shall furnish the Member with: (i) a balance sheet of the Company as of the last day of such fiscal or tax year, a statement of profit or loss of the Company for such year, and a statement of cash receipts and disbursements, each prepared in accordance with generally accepted accounting principles and reviewed by the Company's independent certified public accountants; (ii) a statement showing the amounts allocated to or allocated against the Member pursuant to Article 7 of this Operating Agreement during or in respect of such year, and any items of income, deduction, credit, or loss allocated to it; and (iii) a copy of the federal income tax return of the Company.

8.3 Tax Matters Member. The Member is designated as the Tax Matters Member of the Company and may, within its discretion, make any tax election for the Company allowed under the Internal Revenue Code of 1986.

ARTICLE 9

ADMISSION OF SUCCESSOR MEMBERS OR NEW MEMBERS

9.1 Admission New Members. A person shall be deemed admitted as a Member of the Company only upon the satisfactory completion of the following:

(a) The Member shall have consented to the admission of the Person as a Member of the Company and the amount and character of the proposed Capital Contribution of such new Member.

(b) The Person shall have accepted and executed and agreed to be bound by the terms and provisions of this Operating Agreement, with such amendments as deemed necessary or desirable by the Member and such other documents or instruments as the Manager may require.

9.2 Financial Adjustments. No new Member shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Company may, at its option, at the time a new Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations of loss, income, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706 of the Code and the Regulations promulgated thereunder.

ARTICLE 10

TERM. TERMINATION AND DISTRIBUTION UPON LIQUIDATION

10.1 Term. The term of the Company shall commence on the date the Articles of Organization for the Company are filed in the Office of the Missouri Secretary of State in accordance with the Missouri Act and shall continue until December 31, 2098, unless earlier dissolved by the Member, or the provisions of the Articles of Organization, this Operating Agreement or the Missouri Act.

10.2 Withdrawal of the Member. The Member may withdraw, retire or resign from the Company at any time upon giving thirty (30) days prior written notice to the Company.

Subject to the remaining provisions of this Operating Agreement, upon the withdrawal of the Member, the Member shall be entitled to the fair market value of its Economic Interest, which amount shall be equal to the sum of the withdrawing Member's Percentage Interest of both (i) the Company's Net Profits or Net Losses for the year in which the withdrawal occurs through the

date of the withdrawal (less any distributions of Net Cash Flow made to the withdrawing Member through the date of such withdrawal); and (ii) the value of the Company's assets, net of the Company's debts, and obligations; less any deficit balance in the Member's Capital Account.

10.3 Events of Dissolution. The Company shall immediately dissolve upon an event of withdrawal shall include:

- (a) The withdrawal, resignation, dissolution or termination of the Member;
- (b) December 31, 2098; or
- (c) The happening of any event that makes it unlawful or impossible to carry on the business of the Company.

10.4 Cessation of Business. In the event of the occurrence of any event effecting the dissolution of the Company, the Manager shall execute a notice of winding up in such form as shall be prescribed by the Missouri Secretary of State and file the same with the Missouri Secretary of State's office. Upon the filing of the notice of winding up, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the Manager has filed articles of termination in the office of Missouri Secretary of State or until a decree terminating the Company has been entered by a court of competent jurisdiction.

10.5 Winding Up. Liquidation. and Distribution of Assets. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution and the Manager shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Manager shall:

- (a) Collect and sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Member may determine to distribute any assets to the Member in kind);
- (b) Allocate any Net Profits or Net Losses resulting from such sale or other disposition of the Company's assets to the Member's Capital Account;
- (c) Discharge all debts, liabilities and obligations of the Company, including those to the Member as creditor of the Company, to the extent otherwise permitted by law, other than debts, liabilities and obligations to the Member for distributions, and establish such reserves as the Manager may deem reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Member's Capital Account, the amounts of such reserves shall be deemed to be an expense of the Company);
- (e) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated; and
- (f) The Manager shall comply with any applicable requirements of the Missouri Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

10.6 Articles of Termination. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining assets have been distributed to the Member, the Manager shall execute and deliver to the Missouri Secretary of State articles of termination setting forth the information required by the Missouri Act.

10.7 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Operating Agreement, upon dissolution, the Member shall look solely to the assets of the Company for the return of its Capital Contributions.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Notices. Except as otherwise provided in this Operating Agreement, any notice required or permitted herein shall be in writing and shall be deemed to have been delivered, whether actually received or not, two (2) calendar days after being deposited in the United States mail, by registered mail, return receipt requested, postage prepaid, addressed to the party entitled thereto at the last address of such party provided by such party to the Company. Any notice to the Company shall be sent to the Company's principal place of business.

11.2 Governing Law. This Operating Agreement has been made and executed in accordance with the Missouri Act and is to be construed, enforced, and governed in accordance therewith and

with the laws of the State of Missouri. All actions or proceedings arising directly or indirectly from this Operating Agreement shall be commenced and litigated only in the Circuit Court of Jackson County, Missouri, or the United States District Court of Missouri, Western District, located in Kansas City, Missouri. The parties hereby consent to the jurisdiction over them of the Circuit Court of Jackson County, Missouri, and the United States District Court of Missouri, in all actions or proceedings arising directly or indirectly from this Operating Agreement.

11.3 Entire Agreement. Except as otherwise provided herein, this Operating Agreement together with the preamble, recitals and Exhibits hereto, each of which are incorporated herein, constitutes the entire agreement on the subject matter hereof and may not be changed, modified, amended, or supplemented except in writing, signed by the Member. All other oral or written agreements, promises, and arrangements in relation to the subject matter of this Operating Agreement are hereby rescinded.

11.4 Binding Agreement. Subject to the restrictions and encumbrances set forth herein, the terms and provisions of this Operating Agreement shall be binding upon, be enforceable by and inure to the benefit of the Member, and its successors and assigns.

11.5 Interpretation. The descriptive headings contained in this Operating Agreement are for convenience only and are not intended to define the subject matter of the provisions of this Operating Agreement and shall not be resorted to for interpretation thereof.

11.6 Severability, If any provision of this Operating Agreement or the application thereof to any individual or entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of such provisions to other individuals or entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.7 Saving Clause. In the event any provision of this Operating Agreement shall be, or shall be found to be, contrary to the Missouri Act, such provision shall be deemed amended so as to conform with such Act.

11.8 Further Documentation. Each of the parties hereto agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Operating Agreement.

11.9 Indemnification. The Company shall indemnify any Member or Manager of the Company who was or is a party or is threatened to be made a party to any threatened, pending or completed action, arbitration, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such Member or Manager is or was a Member or Manager of the Company or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such action, arbitration, suit or proceeding, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Member or Manager in connection with such action, arbitration, suit or proceeding, including any appeal thereof, if such Member or Manager acted in good faith and in a manner such Member or Manager reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Member's or Manager's conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Member or Manager shall have been adjudged to be liable for gross negligence or gross misconduct in the performance of such Member's or Manager's duty to the Company unless and only to the extent that the court or arbitration in which the action, arbitration or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such Member or Manager is fairly and reasonably entitled to indemnity for such expenses which the court or arbitration shall deem proper. The termination of any action, arbitration, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Member or Manager did not act in good faith and in a manner which such Member or Manager reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Member's or Manager's conduct was unlawful.

IN WITNESS WHEREOF, the parties hereto have signed this Operating Agreement to be effective on the date first above written.

COPIER SOLUTIONS, LLC,
a Missouri limited liability company

By:/s/ Colin Dobell
Colin Dobell, Manager

MUNICIPAL SOLUTIONS, LLC,
a Delaware limited liability company

By:/s/ Colin Dobell
Colin Dobell, Manager

/s/ Colin Dobell
Colin Dobell, Manager of Copier
Solutions, LLC

eCHANNEL, INC.
 RESTATED CERTIFICATE OF INCORPORATION

eChannel, Inc., a corporation organized and existing under the Delaware General Corporation Law (the "DGCL"), does hereby certify:

1. The original Certificate of Incorporation was filed with the Secretary of State on August 24, 1994, and the name under which it was originally incorporated was ArtNet, Inc.

2. The following Restated Certificate of Incorporation was duly adopted by the corporation's Board of Directors in accordance with the provisions of Section 245 of the DGCL and only restates and integrates and does not further amend the provisions of the corporation's Certificate of Incorporation as heretofore amended and supplemented, and there is not discrepancy between those provisions and the following:

ARTICLE I. NAME

The name of this corporation shall be eChannel, Inc.

ARTICLE 2. DURATION

This corporation is organized under the DGCL and shall have perpetual existence.

ARTICLE 3. PURPOSE AND POWERS

The nature of the business and the purposes to be conducted and promoted by this corporation are to engage in any lawful act or activity that a corporation formed under the DGCL, or any amendment thereto or substitute therefor, may at the time lawfully exercise

ARTICLE 4. CAPITAL STOCK

4.1 Authorized Capital

This corporation is authorized to issue two classes of stock; "Common Stock" and "Preferred Stock." The total number of shares that this corporation is authorized to issue is 17,500,000.

The total authorized stock of this corporation shall consist of 12,500,000 shares of Common Stock, par value \$.001 per share, and 5,000,000 shares of Preferred Stock, par value \$.001 per share.

4.2 Issuance or Preferred Stock in Series

The Preferred Stock may be issued from time to time in one or more series, the shares of each series to have such voting powers, full or limited, and such designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof as are stated and expressed herein or in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors

4.2.1 Authority of the Board of Directors

Authority is hereby expressly granted to the Board of Directors of this corporation, subject to the provisions of the Article 4 and to the limitations prescribed by law, to authorize the issue of one or more series of Preferred Stock, and with respect to each such series to fix by resolution or resolutions providing for the issue of each series the number or shares of such series, the voting powers, full or limited, if any, of the shares of such series and the designations, preferences and relative, participating, optional or other special rights and the qualifications, limitations or restrictions thereof. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, the determination or fixing of the following:

- (a) The number of shares of that series,
- (b) The distinctive designation of that series;

(c) The dividend rate on the shares of such series, the conditions and dates on which such dividends shall be payable, the relation that such dividends shall bear to the dividends payable on any other class or classes of stock and whether such dividends shall be cumulative or noncumulative and, if so, from which date or dates;

(d) The extent, if any, to which the holders of the shares of such series shall be entitled to vote with respect to the election of directors or otherwise, including the right to elect a specified number or class of directors, the number or percentage of votes required for certain actions, and the extent to which a vote by class or series shall be required for certain actions;

(e) Whether or not the shares of such series shall be convertible into or exchangeable for shares of any other class or classes or of any other series of any class or classes of stock of this corporation and, if provision is made for conversion or exchange, the times, prices, rates, adjustments, and other terms and conditions of such conversion or exchange;

(f) Whether the shares of such series shall be redeemable by this corporation and, if provision is made for redemption, the times, prices, rates, adjustments, and other terms and conditions of such redemption;

(g) The terms and amounts of any sinking fund provided for the purchase or redemption of the shares of such series,

(h) The rights of the holders of the shares of such series in the event of voluntary or involuntary liquidations of, dissolution or winding up of, or upon the distribution of the assets of this corporation;

(i) The restrictions, if any, on the issue or reissue of any Preferred Stock; and

(j) The extent, if any, to which any committee of the Board of Directors may fix the designations and any of the preferences or rights of the shares of such series relating to dividends, redemption, dissolution, any distribution of assets of this corporation, or the conversion into or exchange of such shares for shares of any other class or classes of stock of this corporation, or any other series of the same or any other class or classes of stock of this corporation, or fix the number of shares of any such series or authorize the increase or decrease in the shares of such series.

4.2.2 Dividends

Subject to any preferential rights granted for any series of Preferred Stock, the holders of shares of the Common Stock shall be entitled to receive dividends, out of the funds of this corporation legally available therefor at the rate and at the time or times, whether cumulative or noncumulative, as may be provided by the Board of Directors. The holders of shares of the Preferred Stock shall be entitled to receive dividends to the extent provided herein or by the Board of Directors in designating the particular series of Preferred Stock. The holders of shares of the Common Stock shall not be entitled to receive any dividends thereon other than the dividends referred to in this Section 4.2.

4.2.3 Voting

The holders of shares of the Common Stock, on the basis of one vote per share, shall have the right to vote for the election of members of the Board of Directors of this corporation and the right to vote on all other matters, except those matters on which a separate class of this corporation's stockholders vote by class or series to the exclusion of the holders of the shares of the Common Stock. To the extent provided herein or by resolution or resolutions of the Board of Directors providing for the issue of a series of Preferred Stock, the holders of each such series shall have the right to vote for the election of members of the Board of Directors of this corporation and the right to vote on all other matters, except those matters in which a separate class of this corporation's stockholders vote by class or series to the exclusion of the holders of the shares of such series. Except with respect to the election of directors, a holder of Preferred Stock will have the right to that number of votes equal to the number of shares of Common Stock issuable upon conversion of its Preferred Stock at the time the shares are voted.

4.2.4 Issuance of Shares

This corporation may from time to time issue and dispose of any of the authorized and unissued shares of the Common Stock or the Preferred Stock for such consideration as may be fixed from time to time by the Board of Directors, without action by the stockholders. The Board of Directors may provide for payment therefor to be received by this corporation in cash, property, services or such other consideration as is approved by the Board of Directors. Any and all such shares of the Common Stock or the preferred Stock of this corporation, the issuance of which has been so authorized, and for which consideration so fixed by the Board of Directors has been paid or delivered, shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon.

4.3 Designation of Series A Preferred Stock

The following series of Preferred Stock is hereby designated, which series shall have the rights, preferences, privileges and limitations as set forth below in this Section 4.3:

4.3.1 Series A Preferred Stock

The series of Series A Preferred Stock, consisting of

520,000 shares, par value \$.001 per share, authorized herein, shall be designated herein as the "Series A Stock" and shall be convertible into shares of the Common Stock, as described in Section 4.3.5.

The rights, preferences, restrictions and other matters relating to the Series A Stock are set forth below.

4.3.2 Dividends

Dividends shall be declared and set aside for any shares of the Series A Stock only upon resolution of the Board of Directors; provided, however, that:

(a) General. Subject to the rights of the holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to dividends ranking equal or superior to the rights of the holders of Series A Stock, the holders of record of outstanding shares of Series A Stock shall be entitled to receive, out of funds legally available therefor, a noncumulative cash dividend, if and when declared by the Board of Directors in its discretion. Such dividend, if and so declared, shall be paid at such time or times as shall be determined by the Board of Directors.

(b) Limitation on Common Stock Distributions. No dividend, redemption or similar distribution may be declared or paid on shares of the Common Stock, shares of the Series B Preferred Stock (the "Series B Stock") or on any other shares of capital stock of this corporation ranking below the Series A Stock with respect to the payment of dividends, unless an equal or greater dividend is paid on the Series A Stock.

4.3.3 Liquidation Rights

Upon the voluntary or involuntary dissolution, liquidation or winding up of this corporation, the assets of this corporation available for distribution to its stockholders shall be distributed in the following order and amounts:

(a) General.

(i) The holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to liquidation payments ranking superior to the rights of the holders of Series A Stock and Series B Stock shall be entitled to receive the full preferential amount per share held by them (the "Superior Liquidation Amount"). If the assets of this corporation shall be insufficient to permit the payment of the full Superior Liquidation Amount, then the assets of this corporation available for distribution shall be distributed ratably among the holders of the shares of such superior Preferred Stock in the same proportions as the full Superior Liquidation Amount each such holder would otherwise be entitled to receive bears to the total of the full Superior Liquidation Amount that would otherwise be payable to all holders of such superior Preferred Stock

(ii) If, upon completion of the distribution required by Section 4.3.3(a)(i), assets remain in this corporation, the holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to liquidation payments ranking equal to the rights of the holders of Series A Stock and Series B Stock shall be entitled to receive the liquidation payment specified for such shares held by them (the "Parity Liquidation Amount"), the holders of shares of Series A Stock shall be entitled to receive \$1.00 for each outstanding share of Series A Stock held by them, plus any declared but unpaid dividend per share on such outstanding shares of Series A Stock (the "Series A Liquidation Amount"), and the holders of shares of Series B Stock shall be entitled to receive \$3.00 for each outstanding share of Series B Stock held by them, plus any declared but unpaid dividends per share on such outstanding shares of Series B Stock (the "Series B Liquidation Amount"). If upon the occurrence of such event, the assets of this corporation shall be insufficient to permit the payment of the full Parity Liquidation Amount, the full Series A Liquidation Amount and the full Series B Liquidation Amount, then the assets of this corporation available for distribution shall be distributed ratably among the holders of the shares of Preferred Stock ranking equal to the Series A Stock and Series B Stock and the holders of the Series A Stock and Series B Stock in the same proportions as the aggregate of the Parity Liquidation Amount, Series A Liquidation Amount and Series B Liquidation Amount each such holder would otherwise be entitled to receive bears to the total Parity Liquidation Amount, Series A Liquidation Amount and Series B Liquidation Amount that would otherwise be payable to all such holders

(b) Limitation. Upon the completion of the distributions contemplated pursuant to Section 4.3.3(a)(i) and (ii), if assets remain in this corporation, such remaining assets shall be distributed to the holders of any other class or series of Preferred Stock of this corporation having a liquidation preference to the extent of, and in accordance with, such preference, and then the holders of Common Stock and any other

outstanding shares of Preferred Stock of this corporation entitled to share in the residual value of this corporation shall be entitled to share ratably (as though all such shares of and other preferred stock were converted to Common Stock under the provisions of the Certificate of Incorporation or statements of relative rights and preferences applicable to such stock) in the remaining assets of this corporation.

(c) Treatment of Consolidations, Mergers and Sales of Assets. The effectuation by this corporation or third-party acquirors of a transaction or series of transactions in which more than 80% of the voting power of this corporation is disposed of to a single person or group of affiliated persons or the sale of all or substantially all of the assets of this corporation or the acquisition of this corporation by another entity by means of merger or otherwise resulting in the exchange of the outstanding shares of this corporation for securities of or consideration issued, or caused to be issued, by the acquiring entity or any of its affiliates shall be regarded as a liquidation within the meaning of this Section 4.3.3; provided, however, that each holder of Series A Stock, Series B Stock or other shares of convertible preferred stock of this corporation shall have the right to elect the benefits of the provisions of Section 4.3.5 or other applicable conversion provisions in lieu of receiving payment in liquidation, dissolution or winding up of this corporation pursuant to this Section 4.3.3.

(d) Distributions Other Than Cash. Whenever the distribution provided for in this Section 4.3.3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors

4.3.4 Voting Power

Except as otherwise expressly provided in Section 4.3.8, or as required by law, each holder of Series A Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the largest number of whole shares of Common Stock into which such holders shares of Series A Stock could be converted under Section 4.3.5, at the record date for the determination of stockholders entitled to vote on such matter, or, if no such record date is established, at the date on which notice of the meeting of stockholders at which the vote is to be taken is mailed, or the date any written consent of stockholders is solicited if the vote is not to be taken at a meeting. Except as otherwise expressly provided by the General Corporation Law of the State of Delaware, the holders of shares of Series A Stock, Series B Stock and Common Stock shall vote together as a single class on all matters.

4.3.5 Conversion Rights

The holders of the Series A Stock shall have the following rights with respect to the conversion of Series A Stock into shares of Common Stock:

(a) General.

(i) Voluntary Conversion. Any share of the Series A Stock may, at the option of the holder, be converted at any time into such number of fully paid and nonassessable shares of Common Stock as are equal to the product obtained by multiplying Series A Conversion Rate (determined under Section 4.3.5(b)) by the number of shares of Series A Stock being converted.

(ii) Mandatory Conversion. Each share of Series A Stock shall be converted automatically, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to this corporation or its transfer agent for the Common Stock, into the number of shares of Common Stock into which such Series A Stock is convertible pursuant to Section 4.3.5(a)(i) upon the earliest of (A) prior to the closing of a primary, public offering by this corporation of shares of Common Stock, registered under the Securities Act of 1933, as amended, in which the aggregate offering is at least \$10,000,000 (before deduction of underwriters' discounts and commissions and expenses of the offering) and the per share price at which such shares of Common Stock are offered to the public is at least \$5.00 (appropriately adjusted to reflect the occurrence of any stock splits, stock dividends or other recapitalizations), (B) conversion into Common Stock of that number of shares of Series A Stock equal to 50% of the aggregate of the shares of Series A Stock originally issued by this corporation, and (C) the consent or vote by holders of 50% of the Series A Stock then outstanding to such conversion.

(b) Conversion Rate. The conversion rate for Series A Stock in effect at any time (the "Series A Conversion Rate") shall equal \$1.00 divided by the Series A Conversion Price, calculated as provided in Section 4.3.5(c).

(c) Conversion Price. The conversion price for Series A Stock in effect from time to time, except as adjusted in accordance with this Section 4.3.5, shall be \$1.00 (the "Series A Conversion Price").

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuance, Splits and Combinations. The Series A Conversion Price shall be subject to adjustment from time to time as follows:

(i) (A) If this corporation shall issue, after the date on which any shares of Series A Stock were first issued (the "Series A Purchase Date"), any Additional Stock (as defined in Section 4.3.5(d)(ii)) without consideration or for a consideration per share less than the Series A Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series A Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Series A Conversion Price by a fraction the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Series A Conversion Price and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Stock.

(B) No adjustment of the Series A Conversion Price shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections 4.3.5(d)(i)(E)(3) and (4), no adjustment of such Series A Conversion Price pursuant to this Section 4.3.5(d)(i) shall have the effect of increasing the Series A Conversion Price above the Series A Conversion Price in effect immediately prior to such adjustment.

(C) in the case of the issuance of Additional Stock for cash, consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof

(D) in the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) in the case of the issuance of options to purchase or rights to subscribe for Additional Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 4.3.5(d)(i) and Section 4.3.5(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 4.3.5(d)(i)(C) and (D)). if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections 4.3.5(d)(i)(C) and (D))

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Series A Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange, or the expiration of any options or rights related to such convertible or exchangeable securities, the Series A Conversion Price, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, the conversion or exchange of such securities, or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4.3.5(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 4.3.5(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4.3.5(d)(i)(E)) by this corporation after the Series A Purchase Date other than

(A) Common Stock issued pursuant to a transaction described in Section 4.3.5(d)(iii);

(B) the issuance and sale of, or the grant of options to purchase, 1,000,000 shares of Common Stock to employees or consultants of this corporation; and

(C) shares of Common Stock issued or issuable pursuant to options, warrants and convertible Preferred Stock outstanding as of the Series A Purchase Date, or pursuant to conversion of any convertible securities issuable upon exercise of options or warrants outstanding as of the Series A Purchase Date.

(iii) In the event this corporation should at any time or from time to time after the Series A Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of the Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series A Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4.3.5(d)(i)(E)

(iv) If the number of shares of Common Stock outstanding at any time after the Series A Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Series A Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4.3.5(d)(iii), then, in each such case for the purpose of this Section 4.3.5(e), the holders of the Series A Stock shall be entitled to a proportionate share of such distribution as though they were the holders of the number of shares of Common Stock of this corporation into which their shares of Series A Stock are convertible as of the record date fixed for the determination of be holders of the Common

Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale-of-assets transaction provided for elsewhere in this Section 4.3.5); provision shall be made so that the holders of the Series A Stock shall thereafter be entitled to receive upon conversion of the Series A Stock the number of shares of stock or other securities or property of this corporation, or otherwise, to which a holder of the Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4.3.5 with respect to the rights of the holders of the Series A Stock after the recapitalization to the end that the provisions of this Section 4.3.5 (including adjustment of the Series A Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4.3.5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series A Stock and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion

(ii) Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 4.3.5, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of the Series A Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Series A Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Series A Stock.

(i) Notices of Record Date. in the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of the Series A Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right

(j) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Stock, in addition to such other remedies as shall be available to the holder of such Series A Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these articles.

(k) Notices. Any notice required by the provisions of this Section 4.3.5 to be given to the holders of shares of Series A Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at

its address appearing on the books of this corporation.

4.3.6 No Reissuance of Stock

No share or shares of Series A Stock redeemed, converted, purchased or otherwise acquired by this corporation shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares that this corporation shall be authorized to issue. This corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Series A Stock accordingly.

4.3.7 Redemption

There shall be no redemption provisions for the Series A Stock.

4.3.8 Protective Limitations

Except as expressly provided herein or as required by law, so long as at least 300,000 shares of the Series A Stock remain outstanding, this corporation shall not, without the approval (by vote or written consent) of the holders of a majority of the then outstanding shares of Series A Stock:

(a) authorize or issue (or obligate itself to authorize or issue) any security or reclassify any class or series of securities of this corporation senior to or on a parity with the Series A Stock as stated by the terms hereof;

(b) amend or repeal any provision of, or add any provision to, this corporation's Certificate of Incorporation or By-laws (the "By-laws") to change the rights of the Series A Stock, or increase or decrease the number of authorized shares of the Series A Stock;

(c) sell, lease, convey or otherwise dispose of all or substantially all of its assets, or effect any transaction or series of related transactions in which more than 80% of the voting power of this corporation is disposed of, any merger with another corporation (other than a merger in which this corporation is the surviving entity and the holders of a majority of the voting power of this corporation's capital stock immediately prior to such merger own at least a majority of the voting power of this corporation's capital stock after such merger); or

(d) redeem or repurchase (or enter into any agreement to become obligated to redeem or repurchase) any shares of Common Stock (other than pursuant to employee stock vesting or repurchase agreements for the benefit of employees, advisors, officers, directors, consultants and service providers approved by the Board of Directors).

4.3.9 Notices of Record Date

In the event of:

(a) any capital reorganization of this corporation, any reclassification or recapitalization of the capital stock of this corporation, any merger or consolidation of this corporation, or any transfer of all or substantially all of the assets of this corporation, or

(b) any voluntary or involuntary dissolution, liquidation or winding up of this corporation,

then and in each such event this corporation shall mail or deliver or cause to be mailed or delivered to each holder of Series A Stock a notice specifying (i) the date on which any such reorganization, reclassification, recapitalization, merger, consolidation, transfer, dissolution, liquidation or winding up is expected to become effective and (ii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, merger, consolidation, transfer, dissolution, liquidation or winding up. Such notice shall be mailed or delivered at least 20 days prior to the date specified in such notice on which such action is to be taken.

4.4 Designation of Series B Preferred Stock

The following series of Preferred Stock is hereby designated, which series shall have the rights, preferences, privileges and limitations as set forth below in this Section 4.4:

4.4.1 Series B Preferred Stock

The series of Series B Preferred Stock, consisting of 166,667 shares, par value \$.001 per share, authorized herein, shall be designated herein as the "Series B Stock" and shall be convertible into shares of the Common Stock, as described in Section 4.4.5

The rights, preferences, restrictions and other matters relating to the Series B Stock are set forth below.

4.4.2 Dividend

Dividends shall be declared and set aside for any shares of the Series B Stock only upon resolution of the Board of Directors; provided, however, that:

(a) General. Subject to the rights of the holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to dividends ranking equal or superior to the rights of the holders of Series B Stock, the holders of record of outstanding shares of Series B Stock shall be entitled to receive, out of funds legally available therefor, a noncumulative cash dividend, if and when declared by the Board of Directors in its discretion. Such dividend, if and so declared, shall be paid at such time or times as shall be determined by the Board of Directors.

(b) Limitation on Common Stock Distributions. No dividend, redemption or similar distribution may be declared or paid on shares of the Common Stock, shares of the Series A Stock or on any other shares of capital stock of this corporation ranking below the Series B Stock with respect to the payment of dividends, unless an equal or greater dividend is paid on the Series B Stock.

4.4.3 Liquidation Rights

Upon the voluntary or involuntary dissolution, liquidation or winding up of this corporation, the assets of this corporation available for distribution to its stockholders shall be distributed in the following order and amounts:

(a) General

(i) The holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to liquidation payments ranking superior to the rights of the holders of Series A Stock and Series B Stock shall be entitled to receive the full preferential amount per share held by them (the "Superior Liquidation Amount"). If the assets of this corporation shall be insufficient to permit the payment of the the Superior Liquidation Amount, then the assets of this corporation available for distribution shall be distributed ratably among the holders of the shares of such superior Preferred Stock in the same proportions as the full Superior Liquidation Amount each such holder would otherwise be entitled to receive bears to the total of the full Superior Liquidation Amount that would otherwise be payable to all holders of such superior Preferred Stock.

(ii) If, upon completion of the distribution required by Section 4.4.3(a)(i), assets remain in this corporation, the holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to liquidation payments ranking equal to the rights of the holders of Series A Stock and Series B Stock shall be entitled to receive the liquidation payment specified for such shares held by them (the "Parity Liquidation Amount"), the holders of shares of Series A Stock shall be entitled to receive \$1.00 for each outstanding share of Series A Stock held by them, plus any declared but unpaid dividend per share on such outstanding shares of Series A Stock (the "Series A Liquidation Amount"), and the holders of shares of Series B Stock shall be entitled to receive \$3.00 for each outstanding share of Series B Stock held by them, plus any declared but unpaid dividend per share on such outstanding shares of Series B Stock (the "Series B Liquidation Amount"). If upon the occurrence of such event, the assets of this corporation shall be insufficient to permit the payment of the full Parity Liquidation Amount, the full Series A Liquidation Amount and the Kill Series B Liquidation Amount, then the assets of this corporation available for distribution shall be distributed ratably among the holders of the shares of Preferred Stock ranking equal to the Series A Stock and Series B Stock and the holders of the Series A Stock and Series B Stock in the same proportions as the aggregate of the Parity Liquidation Amount, Series A Liquidation Amount and Series B Liquidation Amount each such holder would otherwise be entitled to receive bears to the total Parity Liquidation Amount, Series A Liquidation Amount and Series B Liquidation Amount that would otherwise be payable to all such holders

(b) Limitation. Upon the completion of the distributions contemplated pursuant to Section 4.4.3(a)(i) and (ii), if assets remain in this corporation, such remaining assets shall be distributed to the holders of any other class or series of Preferred Stock of this corporation having a liquidation preference to the extent of, and in accordance with, such preference, and then the holders of Common Stock and any other outstanding shares of Preferred Stock of this corporation entitled to share in the residual value of this corporation shall be entitled to share ratably (as though all such shares of and other preferred stock were converted to Common Stock under the provisions of the Certificate of Incorporation or statements of

relative rights and preferences applicable to such stock) in the remaining assets of this corporation.

(c) Treatment of Consolidations, Mergers and Sales of Assets. The effectuation by this corporation or third-party acquirors of a transaction or series of transactions in which more than 80% of the voting power of this corporation is disposed of to a single person or group of affiliated persons or the sale of all or substantially all of the assets of this corporation or the acquisition of this corporation by another entity by means of merger or otherwise resulting in the exchange of the outstanding shares of this corporation for securities of or consideration issued, or caused to be issued, by the acquiring entity or any of its affiliates shall be regarded as a liquidation within the meaning of this Section 443, , however, that each holder of Series A Stock, Series B Stock or other shares of convertible preferred stock of this corporation shall have the right to elect the benefits of the provisions of Section 4.4.5 or other applicable conversion provisions in lieu of receiving payment in liquidation, dissolution or winding up of this corporation pursuant to this Section 4.4.3.

(d) Distributions Other Than Cash. Whenever the distribution provided for in this Section 4.4.3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors.

4.4.4 Voting Power

Except as required by law, each holder of Series B Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the largest number of whole shares of Common Stock into which such holders shares of Series B Stock could be converted under Section 4.4.5, at the record date for the determination of stockholders entitled to vote on such matter, or, if no such record date is established, at the date on which notice of the meeting of stockholders at which the vote is to be taken is mailed, or the date any written consent of stockholders is solicited if the vote is not to be taken at a meeting. Except as otherwise expressly provided by the General Corporation Law of the State of Delaware, the holders of shares of Series A Stock, Series B Stock and Common Stock shall vote together as a single class on all matters.

4.4.5 Conversion Rights

The holders of the Series B Stock shall have the following rights with respect to the conversion of Series 13 Stock into shares of Common Stock:

(a) General

(i) Voluntary Conversion. Any share of the Series B Stock may, at the option of the holder, be converted at any time into such number of fully paid and nonassessable shares of Common Stock as are equal to the product obtained by multiplying the Series B Conversion Rate (determined under Section 4.4.5(b)) by the number of shares of Series B Stock being converted.

(ii) Mandatory Conversion. Each share of Series B Stock shall be converted automatically, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to this corporation or its transfer agent for the Common Stock, into the number of shares of Common Stock into which such Series B Stock is convertible pursuant to Section 4.4.5(a)(i) upon the earliest of (A) immediately prior to the closing of a primary, public offering by this corporation of shares of Common Stock, registered under the Securities Act of 1933, as amended, in which the aggregate offering is at least \$10,000,000 (before deduction of underwriters' discounts and commissions and expenses of the offering) and the per share price at which such shares of Common Stock are offered to the public is at least \$5.00 (appropriately adjusted to reflect the occurrence of any stock splits, stock dividends or other recapitalizations). (B) conversion into Common Stock of that number of shares of Series B Stock equal to 50% of the aggregate of the shares of Series B Stock originally issued by this corporation, and (C) the consent or vote by holders of 50% of the Series B Stock then outstanding to such conversion

(b) Conversion Rate. The conversion rate for Series B Stock in effect at any time (the "Series B Conversion Rate") shall equal \$3.00 divided by the Series B Conversion Price, calculated as provided in Section 4.4.5(c).

(c) Conversion Price. The conversion price for Series B Stock in effect from time to time, except as adjusted in accordance with this Section 4.4.5, shall be \$3.00 (the "Series B Conversion Price").

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Series B Conversion Price shall be subject to adjustment from time to time as follows;

(i) (A) If this corporation shall issue, after

the date on which any shares of Series B Stock were first issued (the 'Series B Purchase Date'), any Additional Stock (as defined in Section 4.4.5(d)(ii)) without consideration or for a consideration per share less than the Series B Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series B Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Series B Conversion Price by a fraction the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Series B Conversion Price and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Stock.

(B) No adjustment of the Series B Conversion Price shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in Sections 4.4.5(d)(I)(E)(3) and (4), no adjustment of such Series B Conversion Price pursuant to this Section 4.4.5(d)(i) shall have the effect of increasing the Series B Conversion Price above the Series B Conversion Price in effect immediately prior to such adjustment.

(C) in the case of the issuance of Additional Stock for cash, consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof

(D) In the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance of options to purchase or rights to subscribe for Additional Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 4.4.5(d)(i) and Section 4.4.5(d)(ii);

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 4.4.5(d)(i)(C) and (D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections 4.4.5(d)(i)(C) and (D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof, the Series B Conversion Price, to the extent in any way

affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange, or the expiration of any options or rights related to such convertible or exchangeable securities, the Series B Conversion Price, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares or Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities, or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4.4.5(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 4.4.5(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4.4.5(d)(i)(E)) by this corporation after the Series B Purchase Date other than

(A) Common Stock issued pursuant to a transaction described in Section 4.4.5(d)(iii),

(B) the issuance and sale of, or the grant of options to purchase, 1,000,000 shares of Common Stock to employees or consultants of this corporation; and

(C) shares of Common Stock issued or issuable pursuant to options, warrants and convertible Preferred Stock outstanding as of the Series B Purchase Date, or pursuant to conversion of any convertible securities issuable upon exercise of options or warrants outstanding as of the Series B Purchase Date.

(iii) In the event this corporation should at any time or from time to time after the Series B Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of the Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series B Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4.4.5(d)(i)(E).

(iv) If the number of shares of Common Stock outstanding at any time after the Series B Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Series B Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4.4.5(d)(iii), then, in each such case for the purpose of this Section 4.4.5(e), the holders of the Series B Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this corporation into which their shares of Series B Stock are convertible as of the record date fixed for the determination of the holders of the Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale-of assets transaction provided for elsewhere in this Section 4.4.5), provision shall be made so that the holders of the Series B Stock

shall thereafter be entitled to receive upon conversion of the Series B Stock the number of shares of stock or other securities or property of this corporation, or otherwise, to which a holder of the Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4.4.5 with respect to the rights of the holders of the Series B Stock after the recapitalization to the end that the provisions of this Section 4.4.5 (including adjustment of the Series B Conversion Price then in effect and the number of shares purchasable upon conversion of the Series B Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, by amendment of its Certificate of incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4.4.5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series B Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series B Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series B Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Series B Conversion Price pursuant to this Section 4.4.5, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of the Series B Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Series B Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Series B Stock.

(i) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of the Series B Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series B Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series B Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series B Stock, in addition to such other remedies as shall be available to the holder of such Series B Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these articles.

(k) Any notice required by the provisions of this Section 4.4.5 to be given to the holders of shares of Series B Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at its address appearing on the books of this corporation.

4.4.6 No Reissuance of Stock

No share or shares of Series B Stock redeemed, converted, purchased or otherwise acquired by this corporation shall be reissued, and all such shares shall be cancelled, retired and

eliminated from the shares that this corporation shall be authorized to issue. This corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Series B Stock accordingly.

4.4.7 Redemption

There shall be no redemption provisions for the Series B Stock.

4.4.8 Protective Limitation

Except as expressly provided herein or as required by law, so long as at least 100,000 shares of the Series B Stock remain outstanding, this corporation shall not, without the approval (by vote or written consent) of the holders of a majority of the then outstanding shares of Series B Stock increase or decrease the number of authorized shares of the Series B Stock

4.4.9 Notices of Record Date

In the event of

(a) any capital reorganization of this corporation, any reclassification or recapitalization of the capital stock of this corporation, any merger or consolidation of this corporation, or any transfer of all or substantially all of the assets of this corporation, or

(b) any voluntary or involuntary dissolution, liquidation or winding up of this corporation,

then and in each such event this corporation shall mail or deliver or cause to be mailed or delivered to each holder of Series B Stock a notice specifying (i) the date on which any such reorganization, reclassification, recapitalization, merger, consolidation, transfer, dissolution, or winding up is expected to become effective and (ii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, merger, consolidation, transfer, dissolution, liquidation or winding up. Such notice shall be mailed or delivered at least 20 days prior to the date specified in such notice on which such action is to be taken

4.5 Designation of Series C Preferred Stock

The following series of Preferred Stock is hereby designated, which series shall have the rights, preferences, privileges and limitations as set forth below in this Section 4.5:

4.5.1 Series C Preferred Stock

The series of Series C Preferred Stock, consisting of 133,333 shares, par value \$.001 per share, authorized herein, shall be designated herein as the "Series C Stock" and shall be convertible into shares of Common Stock as described in Section 4.5.5.

The rights, preferences, restrictions and other matters relating to the Series C Stock are set forth below.

4.5.2 Dividends

Dividends shall be declared and set aside for any shares of the Series C Stock only upon resolution of the Board of Directors; provided, however, that:

(a) General. Subject to the rights of the holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to dividends ranking equal or superior to the rights of the holders of Series C Stock, the holders of record of outstanding shares of Series C Stock shall be entitled to receive, out of funds legally available therefor, a noncumulative cash dividend, if and when declared by the Board of Directors in its discretion. Such dividend, if and so declared, shall be paid at such time or times as shall be determined by the Board of Directors.

(b) Limitation on Distributions. No dividend, redemption or similar distribution may be declared or paid on shares of the Common Stock, shares of the Series A Stock, Series B Stock or on any other shares of capital stock of this corporation ranking below the Series C Stock with respect to the payment of dividends, unless an equal or greater dividend is paid on the Series C Stock.

4.5.3 Liquidation Rights

Upon the voluntary or involuntary dissolution, liquidation or winding up of this corporation, the assets of this corporation available for distribution to its stockholders shall be distributed in the following order and amounts:

(a) General.

(i) The holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to liquidation payments ranking superior to the rights of the holders of Series A Stock, Series B Stock and Series C Stock shall be entitled to receive the full preferential amount per share held by them (the "Superior Liquidation Amount"). If the assets of this corporation shall be insufficient to permit the payment of the full Superior Liquidation Amount, then the assets of this corporation available for distribution shall be distributed ratably among the holders of the shares of such superior Preferred Stock in the same proportions as the full Superior Liquidation Amount each such holder would otherwise be entitled to receive bears to the total of the full Superior Liquidation Amount that would otherwise be payable to all holders of such superior Preferred Stock.

(ii) If, upon completion of the distribution required by Section 4.5.3(a)(i), assets remain in this corporation, the holders, if any, of any outstanding shares of Preferred Stock of this corporation having a preferential right to liquidation payments ranking equal to the rights of the holders of Series A Stock, Series B Stock and Series C Stock shall be entitled to receive the liquidation payment specified for such shares held by them (the "Parity Liquidation Amount"), the holders of shares of Series A Stock shall be entitled to receive \$1.00 for each outstanding share of Series A Stock held by them, plus any declared but unpaid dividend per share on such outstanding shares of Series A Stock (the "Series A Liquidation Amount"), the holders of shares of Series B Stock shall be entitled to receive \$3.00 for each outstanding share of Series B Stock held by them, plus any declared but unpaid dividend per share on such outstanding shares of Series B Stock (the "Series B Liquidation Amount"), and the holders of shares of Series C Stock shall be entitled to receive \$3.75 for each outstanding share of Series C Stock held by them, plus any declared but unpaid dividend per share on such outstanding shares of Series C Stock (the "Series C Liquidation Amount"). If upon the occurrence of such event, the assets of this corporation shall be insufficient to permit the payment of the full Parity Liquidation Amount, the full Series A Liquidation Amount, the full Series B Liquidation Amount and the full Series C Liquidation Amount, then the assets of this corporation available for distribution shall be distributed ratably among the holders of the shares of Preferred Stock ranking equal to the Series A Stock, the Series B Stock and Series C Stock and the holders of the Series A Stock, the Series B Stock and Series C Stock in the same proportions as the aggregate of the Parity Liquidation Amount, Series A Liquidation Amount, Series B Liquidation Amount and Series C Liquidation Amount each such holder would otherwise be entitled to receive bears to the total Parity Liquidation Amount, Series A Liquidation Amount, Series B Liquidation Amount and Series C Liquidation Amount that would otherwise be payable to all such holders.

(b) Limitation. Upon the completion of the distributions contemplated pursuant to Section 4.5.3(a)(i) and (ii), if assets remain in this corporation, such remaining assets shall be distributed to the holders of any other class or series of Preferred Stock of this corporation having a liquidation preference to the extent of, and in accordance with, such preference, and then the holders of Common Stock and any other outstanding shares of Preferred Stock of this corporation entitled to share in the residual value of this corporation shall be entitled to share ratably (as though all such shares of and other preferred stock were converted to Common Stock under the provisions of the Certificate of Incorporation or statements of relative rights and preferences applicable to such stock) in the remaining assets of this corporation.

(c) Treatment of Consolidations. Mergers and Sales of Assets. The effectuation by this corporation or third-party acquirors of a transaction or series of transactions in which more than 80% of the voting power of this corporation is disposed of to a single person or group of affiliated persons or the sale of all or substantially all of the assets of this corporation or the acquisition of this corporation by another entity by means of merger or otherwise resulting in the exchange of the outstanding shares of this corporation for securities of or consideration issued, or caused to be issued, by the acquiring entity or any of its affiliates shall be regarded as a liquidation within the meaning of this Section 4.5.3, provided, however, that each holder of Series A Stock, Series B Stock, Series C Stock or other shares of convertible preferred stock of this corporation shall have the right to elect the benefits of the provisions of Section 4.5.5 or other applicable conversion provisions in lieu of receiving payment in liquidation, dissolution or winding up of this corporation pursuant to this Section 4.5.3.

(d) Distributions Other Than Cash. Whenever the distribution provided for in this Section 4.5.3 shall be payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors.

4.5.4 Voting Power

Except as required by law, each holder of Series C Stock shall be entitled to vote on all matters and shall be entitled to that number of votes equal to the largest number of whole shares of Common Stock into which such holder's shares of Series C Stock could be converted under Section 4.5.5, at the record date for the determination of stockholders entitled to vote on such matter, or, if no such record date is established, at the date on which notice of the meeting of stockholders at which the vote is to be taken is mailed, or the date any written consent of stockholders is solicited if the vote is not to be taken at a meeting. Except as otherwise expressly provided by the General Corporation Law of the State of Delaware, the holders of shares of Series A Stock, Series B Stock, Series C Stock and Common Stock shall vote together as a single class on all matters.

4.5.5 Conversion Rights

The holders of the Series C Stock shall have the following rights with respect to the conversion of Series C Stock into shares of Common Stock:

(a) General.

(i) Voluntary Conversion. Any share of the Series C Stock may, at the option of the holder, be converted at any time into such number of fully paid and nonassessable shares of Common Stock as are equal to the product obtained by multiplying the Series C Conversion Rate (determined under Section 4.5.5(b)) by the number of shares of Series C Stock being converted.

(ii) Mandatory Conversion. Each share of Series C Stock shall be converted automatically, without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to this corporation or its transfer agent for the Common Stock, into the number of shares of Common Stock into which such Series C Stock is convertible pursuant to Section 4.5.5(a)(i) upon the earliest of (A) immediately prior to the dosing of a primary, public offering by this corporation of shares of Common Stock, registered under the Securities Act of 1933, as amended, in which the aggregate offering is at least \$10,000,000 (before deduction of underwriters discounts and commissions and expenses of the offering) and the per share price at which such shares of Common Stock are offered to the public is at least \$5.00 (appropriately adjusted to reflect the occurrence of any stock splits, stock dividends or other recapitalizations), (B) conversion into Common Stock of that number of shares of Series C Stock equal to 50% of the aggregate of the shares of Series C Stock originally issued by this corporation, and (C) the consent or vote by holders of 50% of the Series C Stock then outstanding to such conversion.

(b) Conversion Rate. The conversion rate for Series C Stock in effect at any time (the "Series C Conversion Rate") shall equal \$3.75 divided by the Series C Conversion Price, calculated as provided in Section 4.5.5(c).

(c) Conversion Price. The conversion price for Series C Stock in effect from time to time, except as adjusted in accordance with this Section 4.5.5, shall be \$3.75 (the "Series C Conversion Price").

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances. Splits and Combinations. The Series C Conversion Price shall be subject to adjustment from time to time as follows:

(i) (A) If this corporation shall issue, after the date on which any shares of Series C Stock were first issued (the "Series C Purchase Date"), any Additional Stock (as defined in Section 4.5.5(d)(ii)) without consideration or for a consideration per share less than the Series C Conversion Price in effect immediately prior to the issuance of such Additional Stock, the Series C Conversion Price in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by multiplying such Series C Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Series C Conversion Price and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance plus the number of shares of such Additional Stock.

(B) No adjustment of the Series C Conversion Price shall be made in an amount less than one cent per share, provided that any adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent

provided for in Sections 4.5.5(d)(i)(E)(3) and (4), no adjustment of such Series C Conversion Price pursuant to this Section 4.5.5(d)(i) shall have the effect of increasing the Series C Conversion Price above the Series C Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Additional Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) in the case of the issuance of the Additional Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) in the case of the issuance of options to purchase or rights to subscribe for Additional Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this Section 4.5.5(d)(i) and Section 4.5.5(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 4.5.5(d)(i)(C) and (D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in Sections 4.5.5(d)(i)(C) and (D)).

(3) in the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof the Series C Conversion Price, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange, or the expiration of any options or rights related to such convertible or exchangeable securities, the Series C Conversion Price, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities, or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Additional Stock deemed issued and the consideration deemed paid therefor pursuant to Sections 4.5.5(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 4.5.5(d)(i)(E)(3) or (4).

(ii) "Additional Stock shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 4.5.5(d)(i)(E)) by this corporation after the Series C Purchase Date other than

(A) Common Stock issued pursuant to a transaction described in Section 4.5.5(d)(iii),

(B) the issuance and sale of, or the grant of options to purchase, 1,000,000 shares of Common Stock to employees or consultants of this corporation; and

(C) shares of Common Stock issued or issuable pursuant to options, warrants and convertible Preferred Stock outstanding as of the Series C Purchase Date, or pursuant to conversion of any convertible securities issuable upon exercise of options or warrants outstanding as of the Series C Purchase Date.

(iii) in the event this corporation should at any time or from time to time after the Series C Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of the Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Series C Conversion Price shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents with the number of shares issuable with respect to Common Stock Equivalents determined from time to time in the manner provided for deemed issuances in Section 4.5.5(d)(i)(E)

(iv) If the number of shares of Common Stock outstanding at any time after the Series C Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Series C Conversion Price shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in Section 4.5.5(d)(iii), then, in each such case for the purpose of this Section 4.5.5(e), the holders of the Series C Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this corporation into which their shares of Series C Stock are convertible as of the record date fixed for the determination of the holders of the Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. if at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale-of-assets transaction provided for elsewhere in this Section 4.5.5); provision shall be made so that the holders of the Series C Stock shall thereafter be entitled to receive upon conversion of the Series C Stock the number of shares of stock or other securities or property of this corporation, or otherwise, to which a holder of the Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4.5.5 with respect to the rights of the holders of the Series C Stock after the recapitalization to the end that the provisions of this Section 4.5.5 (including adjustment of the Series C Conversion Price then in effect and the number of shares purchasable upon conversion of the Series C Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4.5.5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series C Stock against impairment.

(h) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any share or shares of the Series C Stock, and the number of shares of Common Stock to be issued shall be rounded to the nearest whole share. Whether or not fractional shares are issuable upon such conversion shall be determined on the basis of the total number of shares of Series C Stock the holder is at the time converting into Common Stock and the number of shares of Common Stock issuable upon such aggregate conversion.

(ii) Upon the occurrence of each adjustment or readjustment of the Series C Conversion Price pursuant to this Section 4.5.5, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series C Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of the Series C Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Series C Conversion Price at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Series C Stock.

(i) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of the Series C Stock, at least 20 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Usable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series C Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series C Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series C Stock, in addition to such other remedies as shall be available to the holder of such Series C Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to these articles.

(k) Notices. Any notice required by the provisions of this Section 4.5.5 to be given to the holders of shares of Series C Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at its address appearing on the books of this corporation.

4.5.6. No Reissuance of Stock

No share or shares of Series C Stock redeemed, converted, purchased or otherwise acquired by this corporation shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares that this corporation shall be authorized to issue. This corporation may from time to time take such appropriate corporate action as may be necessary to reduce the authorized number of shares of the Series C Stock accordingly.

4.5.7 Redemption

There shall be no redemption provisions for the Series C Stock.

4.5.8 Protective Limitation

Except as expressly provided herein or as required by law, so long as at least 100,000 shares of the Series C Stock remain outstanding, this corporation shall not, without the approval (by vote or written consent) of the holders of a majority of the then outstanding shares of Series C Stock increase or decrease the number of authorized shares of the Series C Stock.

4.5.9 Notices of Record Date

In the event of

(a) any capital reorganization of this corporation,

any reclassification or recapitalization of the capital stock of this corporation, any merger or consolidation of this corporation, or any transfer of all or substantially all of the assets of this corporation, or

(b) any voluntary or involuntary dissolution, liquidation or winding up of this corporation,

then and in each such event this corporation shall mail or deliver or cause to be mailed or delivered to each holder of Series C Stock a notice specifying (i) the date on which any such reorganization, reclassification, recapitalization, merger, consolidation, transfer, dissolution, liquidation or winding up is expected to become effective and (ii) the time, if any, that is to be fixed, as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such reorganization, reclassification, recapitalization, merger, consolidation, transfer, dissolution, liquidation or winding up. Such notice shall be mailed or delivered at least 20 days prior to the date specified in such notice on which such action is to be taken.

ARTICLE 5. BY-LAWS

The Board of Directors shall have the power to adopt, amend or repeal the By-laws, subject to the power of the stockholders to amend or repeal such By-laws.

ARTICLE 6. REGISTERED OFFICE AND AGENT

The address of the registered office of this corporation in the State of Delaware is 1013 Centre Road, City of Wilmington 19805, County of Newcastle. The name of its registered agent at such address is The Prentice-Hall Corporation System, Inc.

ARTICLE 7. DIRECTORS

The number of directors of this corporation shall be determined in the manner provided by the By-laws and may be increased or decreased from time to time in the manner provided therein.

ARTICLE 8. ELECTION OF DIRECTORS

Election of directors need not be by written ballot unless the By-laws of this corporation shall so provide.

ARTICLE 9. STOCKHOLDERS MEETINGS

Meetings of stockholders may be held within or without the State of Delaware, as the By-laws may provide. The books of this corporation may be kept, subject to limitations prescribed by law, outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-laws of this corporation.

ARTICLE 10. LIMITATION OF DIRECTOR LIABILITY

A director of this corporation shall not be personally liable to this corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to this corporation or its stockholders, (b) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (c) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived any improper personal benefit. If the DGCL is amended, after approval by the stockholders of this Article 10 to authorize corporation action further eliminating or limiting personal liability of directors, then the liability to the director of this corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

All references in this Article 10 to a director shall also be deemed to refer (i) to a member of the governing body of a corporation that is not authorized to issue capital stock and (ii) to such other person or persons, if any, who, pursuant to a provision of this Certificate of Incorporation, exercise or perform any of the powers or duties otherwise conferred or imposed upon the Board of Directors by the DGCL.

Any repeal or modification of the foregoing provisions of this Article 10 by the stockholders of this corporation shall not adversely affect any right or protection of a director of this corporation existing at the time of such repeal or modification.

ARTICLE 11. AMENDMENTS TO CERTIFICATE OF INCORPORATION

This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned has executed this document and affirms, under penalties of perjury, that the statements herein are true and that this instrument is his act and deed as of this 12 day of February, 1999.

eChannel, Inc.

By /s/Peter F. Yoakum
Peter F. Yoakum, President

ATTEST:

/s/ Peter F. Yoakum
Peter F. Yoakum, Secretary

CERTIFICATE OF FORMATION

OF

MUNICIPAL SOLUTIONS, LLC

This Certificate of Formation of Municipal Solutions, LLC (the "Company"), dated as of January 8, 1997, is being duly executed and filed by KLT Telecom Inc. as an authorized person in form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. 18-101, et seq.).

FIRST. Name. The name of the limited liability company formed hereby is Municipal Solutions, LLC.

SECOND. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

KLT Telecom Inc.,
a Missouri corporation

By: /s/ R. G. Wasson
R.G. Wasson, President

Certificate of Amendment to Certificate of Formation

of

MUNICIPAL SOLUTIONS, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is MUNICIPAL SOLUTIONS, LLC

2. The certificate of formation of the limited liability company is hereby amended by striking out Article Second thereof and by substituting in lieu of said Article the following new Article:

"Second: The name and address of the registered agent of the limited liability company within the State of Delaware is:

Corporation Service Company
1013 Centre Road
Wilmington, Delaware 19805."

Executed on: 20 January 1998

/s/ Mark G. English
MARK G. ENGLISH
SECRETARY

LIMITED LIABILITY COMPANY AGREEMENT

OF

MUNICIPAL SOLUTIONS, LLC

January 9, 1997

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LIMITED LIABILITY COMPANY AGREEMENT

OF

MUNICIPAL SOLUTIONS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT ("LLC Agreement"), is made and entered into to be effective as of the 9th day of January, 1997, by and between KLT Telecom Inc., a Missouri corporation ("KLT"), and Colin Dobell ("Dobell"), (KLT and Dobell each hereinafter referred to as a "Member").

WHEREAS, the Members have agreed to organize a limited liability company governed by the Delaware Limited Liability Company Act (the "Delaware Act");

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

THE LIMITED LIABILITY COMPANY

1.1 FORMATION OF LIMITED LIABILITY COMPANY. The Certificate of Formation of Municipal Solutions, LLC (the "Company") was filed in the office of the Secretary of State of Delaware pursuant to the Delaware Act on January 9, 1997 and is hereby ratified by each of the Members.

All prior agreements concerning the subject matter of this LLC Agreement are canceled and shall have no further effect.

1.2 REGISTERED OFFICE AND AGENT. The address of the Company's registered office in the state of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801 or any other or additional place or places as the Members may determine from time to time, and the registered agent at such office is The Corporation Trust Company.

In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Management Committee shall promptly designate a replacement registered agent or registered office as the case may be, and make the appropriate filings with the secretary of state. If the Management Committee shall fail to designate a replacement registered agent or registered office, as the case may be, then any one Member may designate a replacement registered agent or registered office and make the appropriate filings in the Office of the Secretary of State of Delaware.

1.3 PURPOSE. The purpose and business of the Company shall be to invest in business ventures as selected by the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights from time to time and to provide marketing and management services to such ventures, including, without limitation, legal, tax and analytical support, and to do all other things which are reasonably incidental to the foregoing. The Company may transact any or all other lawful business for which a limited liability company may be organized under the Delaware Act upon the unanimous affirmative vote or unanimous consent of all of the Members with

Voting Rights of the Company specifically authorizing any such other lawful business.

1.4 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Company shall be 1201 Walnut, Kansas City, Missouri 64106, or at such other place or places within or without the State of Delaware as the Management Committee may designate from time to time.

1.5 PROPERTY. All assets, including real and personal property owned and held by the Company shall be owned by the Company in the name of the Company and no Member or Economic Interest Owner shall have any ownership interest in such property in its individual name or right. Each Member's or Economic Interest Owner's interest in the Company shall be personal property for all purposes. Any deed, bill of sale, mortgage, lease, contract of sale or other instrument purporting to convey or encumber any interest in the property of the Company shall be signed only as authorized by the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights.

1.6 PAYMENT OF INDIVIDUAL OBLIGATIONS. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of a Member or Economic Interest Owner.

ARTICLE 2

DEFINITIONS

2.1 DEFINITIONS. As used in this LLC Agreement:

(a) "ADJUSTED CAPITAL ACCOUNT BALANCE" means the balance (be it positive or negative) which would be obtained by adding to a Member's or Economic Interest Owner's Capital Account balance such Member's or Economic Interest Owner's share of the "Company Minimum Gain" and "Member Nonrecourse Debt Minimum Gain."

(b) "CAPITAL ACCOUNT" means, with respect to any Member or Economic Interest Owner, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Member's or Economic Interest Owner's Capital Contributions, such Member's or Economic Interest Owner's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 7 hereof, and the amount of any Company liabilities assumed by such Member or Economic Interest Owner or which are secured by any Property distributed to such Member or Economic Interest Owner.

(ii) To each Member's or Economic Interest Owner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member or Economic Interest Owner pursuant to any provision of this LLC Agreement, such Member's or Economic Interest Owner's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 7 hereof, and the amount of any liabilities of such Member or Economic Interest Owner assumed by the Company or which are secured by any property contributed by such Member or Economic Interest Owner to the Company.

(iii) In the event any interest in the Company is transferred in accordance with the terms of this LLC Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any liability for purposes of Sections 2.1(b)(i) and 2.1(b)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this LLC Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and

shall be interpreted and applied in a manner consistent with such Regulations. In the event the Management Committee shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or the Members and Economic Interest Owners), are computed in order to comply with such Regulations, such modification shall be made, provided that is not likely to have a material effect on the amounts distributable to any Member or Economic Interest Owner pursuant to Article 12 hereof upon the dissolution of the Company. Adjustments and modifications also shall be made as are necessary or appropriate (i) to maintain equality between the Capital Accounts of the Members and Economic Interest Owners and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) in the event unanticipated events might otherwise cause this LLC Agreement not to comply with Regulations Section 1.704-1(b).

(c) "CAPITAL CONTRIBUTION" or "CAPITAL CONTRIBUTIONS" means, with respect to any Member or Economic Interest Owner, the amount of money and the Gross Asset Value of any property (other than money) contributed to the Company with respect to the Percentage Interest held by such Member or Economic Interest Owner pursuant to the terms of this LLC Agreement. The initial Capital Contributions of the Members are set forth on EXHIBIT A hereto, which is incorporated herein by this reference.

(d) "CODE" shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(e) "COMPANY MINIMUM GAIN" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(f) "DEPRECIATION" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such fiscal year, except that (i) with respect to any asset whose Gross Asset Value differs from its adjusted tax basis for federal tax purposes and which difference is being eliminated by use of the "remedial method" defined by Section 1.704-3(d) of the Regulations, Depreciation for such fiscal year shall be the amount of book basis recovered for such fiscal year under the rules prescribed by Section 1.704-3(d)(2) of the Regulations, and (ii) with respect to any other asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Management Committee.

(g) "ECONOMIC INTEREST" shall mean the ownership interest of a Person in the Company's Net Profits, Net Losses and the distribution of Net Cash Flow and/or the Company's assets pursuant to this LLC Agreement and the Delaware Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members in the management of the Company.

(h) "ECONOMIC INTEREST OWNER" shall mean any Person who owns an Economic Interest, but is not a Member.

(i) "GROSS ASSET VALUE" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member or Economic Interest Owner to the Company shall be the gross fair market value of such asset, as

determined by the contributing Member or Economic Interest Owner and all of the remaining Members;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Management Committee, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member or Economic Interest Owner in exchange for more than a DE MINIMIS Capital Contribution; (B) the distribution by the Company to a Member or Economic Interest Owner of more than a DE MINIMIS amount of property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (A) and (B) above shall be made only if the Management Committee reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members and Economic Interest Owners in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member or Economic Interest Owner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Management Committee;

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Sections 2.1(f)(vi) and 7.3(e) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 2.1(i)(iv) to the extent the Management Committee determine that an adjustment pursuant to Section 2.1(i)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.1(i)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.1(i)(i), Section 2.1(i)(ii), or Section 2.1(i)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

(j) "INTERNAL RATE OF RETURN" has the meaning set forth in Section 8.1.

(k) "KLT LOAN" has the meaning set forth in Section 6.10.

(l) "KLT LOAN INTEREST" has the meaning set forth in Section 6.10.

(m) "MAJORITY IN INTEREST" shall mean more than fifty percent (50%) of the Voting Rights held by the Members determined, pursuant to an affirmative vote or consent of the Members with Voting Rights at the time the Majority in Interest provision applies.

(n) "MANAGEMENT COMMITTEE" shall mean the committee of the Company, appointed by the Members and established pursuant to Article 3 of this LLC Agreement.

(o) "MANAGER" shall mean Colin Dobell, or any replacement Manager appointed by the Management Committee pursuant to Section 3.13 hereof.

(p) "MEMBER" shall mean any person executing this LLC Agreement from time to time and as otherwise admitted as a member of the Company as provided in Section 11.1 of this LLC Agreement.

(q) "MEMBER NONRECOURSE DEBT" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(r) "MEMBER NONRECOURSE DEBT MINIMUM GAIN" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(s) "MEMBER NONRECOURSE DEDUCTIONS" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(t) "NET CASH FLOW" shall mean, with respect to any period, the amount (if any) by which the Proceeds for such period exceed the Operating Costs for such period, all principal and interest payments on indebtedness of the Company, and all other sums paid to lenders.

(u) "NET PROFITS" and "NET LOSSES" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(u) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(u) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(i)(ii) or Section 2.1(i)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with Section 2.1(f) hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's or Economic Interest Owner's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(vii) Notwithstanding any other provision of this Section 2.1(u), any items which are specially allocated pursuant to Section 7 hereof shall not be taken into account in computing Net Profits or Net Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 7 hereof shall be determined by applying rules analogous to those set forth in Sections 2.1(i)(i) through 2/1(i)(vi) above.

(v) "NONRECOURSE DEDUCTIONS" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(w) "NONRECOURSE LIABILITY" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(x) "OPERATING COSTS" shall mean, with respect to any period, all cash expenditures incurred incident to the normal operation of the Company's business and any amounts determined by the Management Committee, from time to time, to be reasonably necessary to provide a reserve for the operations, expenses, debt payments, capital improvements, and contingencies of the Company.

(y) "PERCENTAGE INTEREST" shall mean, with respect to any Member or Economic Interest Owner, such Person's percentage interest of the Economic Interests in the Company as adjusted from time to time: (i) pursuant to this LLC Agreement; or (ii) as a result of any Transfer (as defined in Section 10.1 below) by a Member or Economic Interest Owner of all or a portion of its Economic Interest. The initial Percentage Interests of the Members are as designated in Section 6.1 of this LLC Agreement.

(z) "PERSON" shall include any individual, trust, estate, corporation, partnership, limited liability company, association or other entity.

(aa) "PROCEEDS" shall mean, with respect to any period, gross receipts received by the Company from all sources during such period, including, without limitation, all sales, other dispositions, and refinancings of the Company's property, but does not include Capital Contributions as provided for in Article 6 of this LLC Agreement or the proceeds of any KLT Loans to the Company as provided for in Section 6.10 of this LLC Agreement.

(bb) "REGULATIONS" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

(cc) "RESIDUAL CAPITAL ACCOUNT BALANCE" means the excess (if any) of the amount of a Member's or Economic Interest Owner's positive Adjusted Capital Account Balance over the amount of such Member's or Economic Interest Owner's Preference Contributions Account balance.

(dd) "VOTING RIGHTS" shall mean, with respect to any Member, such Person's percentage interest in the voting rights in the Company, as may be adjusted from time to time pursuant to this LLC Agreement. The initial Voting Rights of the Members are as set forth in EXHIBIT A attached to this LLC Agreement.

ARTICLE 3

MANAGEMENT

3.1 MANAGEMENT COMMITTEE. The business and affairs of the Company shall be managed by a Management Committee which, subject to the provisions of this LLC Agreement, shall have the power and authority to take, or cause to be taken, any and all actions necessary as advisable to carry out its duties as described in this LLC Agreement.

The Management Committee shall consist of three (3) representatives, two (2) of whom shall be appointed by KLT and one (1) of whom shall be appointed by Dobell. In the event of the resignation or death of a representative, the vacancy shall be promptly filled by a nominee of the Member who appointed the departing representative. The appointment of each representative on the Management Committee subsequent to the initial representatives named this Section 3.1 shall be evidenced by an appointment, and acceptance of appointment, in a writing delivered to the Company by the Member entitled to appoint such representative. Each representative will

serve on the Management Committee at the pleasure of the Member appointing him or her. The first Management Committee shall consist of R.G. Wasson and M.G. English (appointed by KLT) and Colin Dobell (appointed by Dobell).

If Dobell transfers any part of his Economic Interest but retains his Voting Rights, then he shall retain his rights to appoint a representative to the Management Committee as provided in this Section 3.1. If either KLT or Dobell transfer all of their Economic Interests and the transferee thereof is admitted as a Member of the Company as provided in Section 11.1 of this LLC Agreement, then the transferee of such Economic Interest shall succeed to such Member's rights to appoint representatives to the Management Committee as provided in this Section 3.1. If either KLT or Dobell shall relinquish their Voting Rights pursuant to the terms of this LLC Agreement, then the other Member shall have the right to exercise such relinquishing Member's Rights to appoint representatives to the Management Committee until such Voting Rights are restored, as the case may be.

3.2 CHAIRMAN, VICE-CHAIRMAN AND OTHER OFFICERS. A representative on the Management Committee appointed and so designated by KLT will serve as the Chairman of the Management Committee, and a representative appointed and so designated by Dobell will serve as the Vice-Chairman of the Management Committee. The Company shall have such other officers as may be appointed by the Management Committee, or in the absence of such appointment, as designated by the Chairman of the Management Committee.

R.G. Wasson will serve as the initial Chairman, and Colin Dobell as the initial Vice-Chairman. The Chairman of the Management Committee shall preside at all meetings of the Management Committee, and shall have such other duties and responsibilities as may be assigned by the Management Committee from time to time. The Vice-Chairman of the Management Committee, in the absence or inability of the Chairman to act, shall preside in the Chairman's place at all meetings of the Management Committee. The Vice-Chairman shall have such other duties and responsibilities as may be assigned by the Management Committee .

3.3 MEETINGS. Meetings of the Management Committee may be called by either the Chairman or Vice-Chairman of the Management Committee by written notice designating the time and place of the meeting sent to each representative not fewer than five (5) nor more than ten (10) days before the date of the meeting to the address of the Member appointing such representative. If no place is designated, then the meeting shall be held at the Company's principal place of business. If all of the representatives to the Management Committee meet at any time and place, the meeting shall be valid without call or notice and any lawful action may be taken at such meeting.

3.4 QUORUM. The presence of at least one (1) representative appointed each by KLT and by Dobell at a duly called meeting shall constitute a quorum at any meeting of the Management Committee.

3.5 VOTING. The respective representatives of KLT and Dobell to the Management Committee each shall possess a percentage of all of the voting rights of the Management Committee in proportion to the Voting Rights held by the Member which appointed them, each such Member's Management Committee voting rights which may be exercised by any one representative appointed by such Member as agreed upon among such Member's representatives. If a quorum is present, the affirmative vote of fifty-one percent (51%) or more of the voting rights of the Management Committee shall be the act of the Management Committee.

3.6 ACTION WITHOUT A MEETING. Any action which is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the actions so taken, is signed by each of the representatives to the Management Committee and filed with the Company.

3.7 TELEPHONE MEETINGS. Representatives of the Management Committee may participate in a meeting of the Management Committee by means of conference telephone or other similar communication equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner constitutes presence in person at the meeting.

3.8 WAIVER OF NOTICE. Whenever any notice is required to be given to any representative to the Management Committee, a waiver of the notice in writing

signed by the person entitled to the notice, whether before, at or after the time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company's records, shall be deemed equivalent to the giving of such notice.

3.9 SALARY AND EXPENSES. Representatives serving on the Management Committee, as such, shall not receive any stated salary for their services, but by resolution of the Management Committee may receive expenses of attendance at each meeting of the Management Committee.

3.10 OPERATING BUDGETS. No later than sixty (60) days prior to the end of the then current fiscal year, and thirty (30) days prior to the end of each quarter, the Management Committee shall prepare and adopt annual and quarterly operating budgets for the Company which shall be submitted for approval by the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights. Upon such approval, no action or failure to act which would constitute a material change from any item in an approved annual or quarterly budget shall be made or caused by the Company without the prior affirmative unanimous vote or unanimous consent of all of the Members with Voting Rights. Each annual and quarterly budget shall include the following:

(a) A narrative description of any activities proposed to be undertaken during the period subject of such budget;

(b) A projected annual income statement (accrual basis) for such period;

(c) A projected balance sheet as of the end of the period;

(d) A schedule of projected cash flow (including itemized operating revenues, costs, and expenses) for such period; and

(e) A description of any proposed investments in business ventures, including projected dates for commencement and completion of such investments, as well as the description of the additional loans required by the Company from KLT to undertake and fund the initial twenty-four (24) months of operations of such ventures, and any other contemplated or existing financing activities for such period.

3.11 LIMITATION ON POWERS OF MANAGEMENT COMMITTEE. Notwithstanding any other such provisions of this LLC Agreement, neither the Management Committee nor the Manager without the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights, or such lesser vote or consent as otherwise provided in this LLC Agreement, may:

(a) Amend this LLC Agreement or the Certificate of Formation of the Company;

(b) Take any action or fail to take any action in contravention of this LLC Agreement;

(c) Admit any substitute or additional Members except as provided in Article 11 of this LLC Agreement;

(d) Modify a Member's or Economic Interest Owner's obligation to make a Capital Contribution;

(e) Merge or consolidate or agree to merge or consolidate the Company with or into any other entity;

(f) Sell, exchange, lease, mortgage, pledge or otherwise dispose of all or substantially all of the property of the Company in a single transaction or series of related transactions which in aggregate exceed one hundred thousand dollars (\$100,000);

(g) Approve any non-budgeted expenditure in an amount in excess of one hundred thousand dollars (\$100,000);

(h) Assume, incur or guarantee or become liable for any indebtedness or borrowed money on behalf of the Company in excess of one hundred thousand dollars (\$100,000) in the aggregate outstanding at any time;

(i) Make or cause the Company to become a party to any contract or commitment or renew, extend or amend or modify any contract or commitment, unless such contract or commitment is

entered into in the ordinary course of business;

(j) Invest in or acquire any interest in any business enterprise or venture;

(k) Make any distributions to the Members or Economic Interest Owners, except as otherwise provided for in this LLC Agreement; or

(l) Transact any business other than that which is consistent with the purpose and business of the Company as described in Section 1.3 above.

3.12 DUTIES OF MANAGER. The Manager shall be responsible for the management of the day to day business and affairs of the Company in accordance with the annual and quarterly budgets adopted by the Management Committee and as otherwise directed by the Management Committee from time to time. Any decision or act of the Manager within the scope of the Manager's authority granted hereunder shall control and bind the Company. The Manager shall discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Company. The rights and duties of the Manager shall include, without limitation:

(a) Control of the operations of the Company;

(b) Carrying out and affecting all directions of the Management Committee;

(c) Providing for the accounting function for the Company;

(d) Applying for and obtaining all appropriate insurance coverage;

(e) Temporary investment of the Company's funds and short-term investments providing for appropriate safety of principal;

(f) Investigating additional sources of financing for the Company;

(g) Engaging in any kind of activity and performing and carrying out all contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes and business of the Company, so long as said activities and contracts are in the ordinary course of business; and

(h) Negotiate, execute and perform all agreements, and exercise all rights and remedies of the Company in connection with the foregoing.

3.13 REMOVAL OR RESIGNATION OF MANAGER. In the event representatives to the Management Committee possessing fifty-one percent (51%) or more of the voting rights of the Management Committee are at any time, or from time to time, dissatisfied with the Manager's performance under this Agreement (regardless of whether such dissatisfaction shall constitute legal "cause" for termination), such representatives shall have the right to remove such Manager. A Person who has been removed as Manager shall continue to be a Member or Economic Interest Owner for all other purposes of this Agreement, if the Manager is also a Member or Economic Interest Owner in the Company.

A Manager of the Company may resign at any time by giving sixty (60) days advance written notice to each of the representatives to the Management Committee.

The resignation of a Manager shall take effect sixty (60) days from the date of the notice or at such later time as shall be specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

The resignation of a Manager who is also a Member or Economic Interest Owner shall not affect the Manager's rights as a Member or Economic Interest Owner and shall not constitute a withdrawal of the Member or Economic Interest Owner from the Company.

Any vacancy created in the Manager position by the removal or resignation of a Manager shall be filled by the unanimous affirmative vote of all of the representatives to the Management Committee at a duly called and held meeting of the Management Committee.

3.14 COMPENSATION OF MANAGER. The compensation of the Manager shall be fixed from time to time by the Management Committee, and no Manager shall be prevented from receiving any such compensation because the Manager

is also a Member or Economic Interest Owner of the Company.

3.15 RESTRICTIONS ON THE MEMBERS. No Member or Economic Interest Owner individually shall have the authority to do any binding act on behalf of the Company without the approval of the Members as provided in this LLC Agreement.

3.16 MEMBERS' OBLIGATION TO APPROVE ALTERNATIVE FUNDING TO KLT LOANS. If the Manager identifies one or more sources of debt financing which, in the reasonable opinion of the Members with Voting Rights, is less costly to the Company and otherwise meets its funding objectives at least as well as the KLT Loans, the Members shall vote or otherwise approve such debt financing and cause the Company to use the proceeds to repay the outstanding KLT Loans and accrued but unpaid KLT Loan Interest.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 LIMITATION OF LIABILITY. Each Member's and Economic Interest Owner's liability shall be limited as set forth in this LLC Agreement, the Delaware Act and other applicable law.

4.2 COMPANY LIABILITIES. A Member or Economic Interest Owner will not be personally liable for any debts or losses of the Company beyond the Member's or Economic Interest Owner's respective capital contributions and any obligation of the Members and Economic Interest Owners to make Capital Contributions, except as required by law.

4.3 PRIORITY AND RETURN OF CAPITAL. Except as otherwise expressly provided in this LLC Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either for the return of Capital Contributions or for Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

4.4 LIABILITY OF A MEMBER OR ECONOMIC INTEREST OWNER TO THE COMPANY. A Member or Economic Interest Owner who rightfully receives a return in whole or in part of its Capital Contribution is liable to the Company only to the extent now or hereafter provided by the Delaware Act.

4.5 INDEPENDENT ACTIVITIES. Except as may otherwise be agreed upon in writing between the Company and a Member or Economic Interest Owner, each Member or Economic Interest Owner shall be required to devote only such time to the affairs of the Company as such Member or Economic Interest Owner determines in its sole discretion, and each such Member or Economic Interest Owner shall be free to serve any other Person in any capacity that it may deem appropriate in its discretion; provided, however that no Member or Economic Interest Owner shall either directly or indirectly engage in any activities which in any way concern or are related to the license, sale, provision, use or marketing of products, services or activities which are licensed, sold, provided, used or marketed by the Company, or which activities otherwise are competitive with the Company, without first acquiring the written approval of each of the representatives of Management Committee not appointed by the Member or Economic Interest Owner requesting or requiring such approval.

ARTICLE 5

MEETINGS OF MEMBERS

5.1 ANNUAL MEETING. The annual meeting of the Members shall be held on the second Tuesday in April or at such other time as shall be determined by the Members for the purpose of the transaction of such business as may come before the meeting.

5.2 SPECIAL MEETINGS. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member or Members holding at least one-fifth (1/5) of all Voting Rights held by the Members.

5.3 PLACE OF MEETINGS. The Members may designate any place, either within or outside the state of Delaware, as the place of meeting for any meetings of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall

be the principal place of business of the Company.

5.4 NOTICE OF MEETINGS. Except as provided in Section 5.5 below, for any annual meeting held at such time as provided in Section 5.1 above, and for all special meetings, written notice stating the place, day, and hours of the meeting and the purpose or purposes for which the meeting is called shall be delivered not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at the Member's address as it appears on the books of the Company, with postage thereon prepaid.

5.5 MEETING OF ALL MEMBERS. If all of the Members shall meet at any time and place, either within or outside of the state of Delaware, and consent to the holding of a meeting at that time and place, the meeting shall be valid without call or notice, and at the meeting lawful action may be taken.

5.6 RECORD DATE. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjourned meeting, the date on which notice of the meeting is mailed shall be the record date for the determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, the determination shall apply to any adjourned meeting.

5.7 QUORUM. Members holding at least two-thirds (b) of the Voting Rights held by the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, the Members holding all of the Voting Rights so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.8 VOTING. If a quorum is present, the affirmative vote of the Members holding a Majority in Interest shall be the act of the Members, unless the vote of a greater proportion or number is required by this LLC Agreement, the Company's Certificate of Formation or the Delaware Act. Unless otherwise expressly provided in this LLC Agreement or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent, their Voting Rights shall be counted in the determination of whether the requisite matter was approved by the Members.

5.9 PROXIES. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact. The proxy shall be delivered to any one (1) or more of the remaining Members before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy.

5.10 ACTION BY MEMBERS WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more counterparts of a written consent describing the action taken and signed by each Member entitled to vote, which consent shall be included in the minutes or filed with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.11 WAIVER OF NOTICE. When any notice is required to be given to any Member, a waiver of the notice in writing signed by the person entitled to the notice, whether before, at, or after the given time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company records, shall be equivalent to the giving of the notice. A Member's attendance at any meeting shall constitute a waiver: (i)

to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and (ii) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such person objects to considering the matter when it is presented.

5.12 CHAIRPERSON OF MEETING; DESIGNATION OF AUTHORIZED REPRESENTATIVES. Each meeting of Members shall be conducted by the Manager or such other Person as the Manager may appoint pursuant such rules for the conduct of the meeting as the Manager or such other Person deems appropriate. Each Member shall designate to the Manager, in writing, one (1) authorized representative of the Member who will vote or consent on all matters under this LLC Agreement for such Member. Such designation will continue until revoked in writing. Within thirty (30) days of the execution of this Agreement, the Members shall designate their initial authorized representative.

ARTICLE 6

CAPITAL CONTRIBUTIONS

6.1 INITIAL CAPITAL CONTRIBUTIONS. A Capital Account shall be maintained for each Member as provided in Section 2.1(b) above, which shall include the initial Capital Contribution of each Member as set forth on EXHIBIT A. The initial Percentage Interest of each Member shall be as also set forth in EXHIBIT A. No Member shall have any interest or rights in the capital contributed by any other Member.

6.2 INCREASE IN COMPANY CAPITAL. The Members and Economic Interest Owners recognize that the Company may require additional capital from time to time in order to accomplish the purposes and the business for which the Company is formed. If all of the Members with Voting Rights by an affirmative and unanimous vote or unanimous consent determine in good faith that additional Capital Contributions are necessary for the operation of the Company, each Member and Economic Interest Owner shall, within thirty (30) days of such vote or consent, contribute their respective share of the additional contribution to the capital of the Company as determined pursuant to such unanimous affirmative vote or unanimous consent, which share shall be determined on a pro rata basis with reference to the relationship of each respective Member's or Economic Interest Owner's Percentage Interest to the total of the Percentage Interests of all of the Members and Economic Interest Owners. The Manager shall make such determination and provide notice to each Member and Economic Interest Owner within ten (10) days of such vote or consent of the call for such additional contribution, the amount to be contributed by such Person, and the date which such contribution is due. Unless otherwise agreed to by the affirmative vote or consent of a Majority in Interest, all such additional Capital Contributions shall be made in cash. No voluntary contributions to capital shall be made by any Member or Economic Interest Owner absent the affirmative vote or consent of a Majority in Interest.

A Member who, as provided for under this LLC Agreement, has transferred any portion of its Economic Interest but has retained any Voting Rights shall be jointly and severally responsible together with the Person to whom such Economic Interest was transferred for any additional Capital Contributions to be made with respect to such Economic Interest under this Section 6.2 and, if such additional contribution is not made, shall be deemed a Non-Contributing Person as provided for in Section 6.3 below for all purposes, including without limitation, determining a relinquishment of Voting Rights.

6.3 FAILURE TO CONTRIBUTE.

(a) If any Member or Economic Interest Owner (a "Non-Contributing Person") fails to contribute its portion of the amount of the additional Capital Contribution called by the Members in accordance with Section 6.2 above, then the following shall occur: (i) the Company shall have the right to obtain the additional Capital Contribution not made by the Non-Contributing Person from the other Members and Economic Interest Owners; (ii) the Non-Contributing Person shall relinquish all of its Voting Rights, if any, unless and until it has made its Cure Contribution (as defined below) in full; and (iii) the Company and the other Members and Economic Interest Owners shall have all other rights set forth in this Section 6.3.

Thereupon, the other Members and Economic Interest Owners shall have the right, but not the obligation, to contribute on a pro rata basis determined with reference to the relationship of each respective other Member's or Economic Interest Owner's Percentage Interest to the total Percentage Interests of all of such other Members and Economic Interest Owners, unless a different allocation is agreed upon among them, any portion of the additional Capital Contribution not contributed by the Non-Contributing Person, and each such Member or Economic Interest Owner shall deliver to the Company such amount not later than ten (10) days following the expiration of the thirty (30) day period referenced above. All such Capital Contributions made by Members and Economic Interest Owners pursuant to this Section 6.3, shall be credited to the Capital Account of the Member or Economic Interest Owner making the Capital Contribution.

A Member or Economic Interest Holder who was not a Non-Contributing Person with respect to any such capital call shall not be deemed a Non-Contributing Person (and shall not relinquish any Voting Rights) by reason of such Member or Economic Interest Owner choosing not to participate in additional contributions to make up for the share not contributed by the Non-Contributing Person; provided, however, that if the Members or Economic Interest Owners which elect to contribute the funds not contributed by the Non-Contributing Person do not contribute the entire amount of such funds not contributed by the Non-Contributing Person, then the Members may initiate a new capital call on all of the Members and Economic Interest Owners pursuant to the terms of Section 6.2 above for the additional capital required by the Company, and any Member or Economic Interest Owner who fails to fund its share of that new capital call (in accordance with its Percentage Interest) shall be deemed a Non-Contributing Person with respect to such new capital call for purposes hereof.

(b) For purposes hereof, in the event of a capital call in which there is at least one Non-Contributing Person, all of the Capital Contributions made by Members or Economic Interest Owners pursuant to such capital call (including their initial shares of the capital call and any additional capital contributed by reason of the failure of a Non-Contributing Person to make a Capital Contribution) shall be deemed "Preference Contributions." A "Preference Contribution Account," which shall be a memorandum account, shall be maintained for each Member and Economic Interest Owner. Each Member's and Economic Interest Owner's Preference Contribution Account shall have an initial balance of zero and be increased by (i) an amount equal to one hundred twenty-five percent (125%) of each Preference Contribution made by such Member or Economic Interest Owner (as of the time of such Preference Contribution) and (ii) an amount equal to a return on the balance of such Preference Contribution Account balance, from time to time, at the rate of fifteen percent (15%) per annum (the daily portion of which shall be deemed added to the Preference Contribution Account on a daily basis); and decreased (but not below zero) by each distribution made to such Member or Economic Interest Owner pursuant to Sections 6.3(c), 8.1 or 12.7(d) hereof (in each case, as of the time of such distribution).

(c) A Non-Contributing Person shall have the right, at any time, to cure its failure in the making of a required Capital Contribution by making a cash Capital Contribution ("Cure Contribution") to the Company in the amount ("Cure Contribution Amount") equal to one hundred twenty-five percent (125%) of each amount of additional Capital Contribution which it has failed to make plus, in each case, an amount equal to a return from the date of such failure at fifteen percent (15%) per annum on the amount of the balance of each Member's and Economic Interest Owner's Preference Contribution Account balance attributable to the required Capital Contribution being cured. Upon its receipt of the Cure Contribution, the Company shall immediately distribute that portion of the Cure Contribution among the Members and Economic Interest Owners in such relative amounts as are necessary in order to cause the balances of the Preference Contribution Accounts of the Members and Economic Interest Owners to be in, or as close as

possible to, the same ratio as their relative Percentage Interests. For purposes hereof, a Cure Contribution shall be treated as a "Preference Contribution" by the Non-Contributing Person. Only the amount of the required Capital Contribution (and not the amount of the Preference Contribution) shall be credited to the Capital Account of the Non-Contributing Person.

(d) None of the terms, covenants, obligations or rights contained in Section 6.2 and this Section 6.3 are or shall be deemed to be for the benefit of any Person or entity other than the Members, Economic Interest Owners, and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Members or Economic Interest Owners.

(e) Any material breach or violation by a Member (including a Member possessing only Voting Rights as provided for under this LLC Agreement) or Economic Interest Owner of any warranty, representation, covenant, or indemnification obligation contained in this LLC Agreement will result in such Member or Economic Interest Owner being deemed a Non-Contributing Person by reason of a failure to make an additional Capital Contribution in the amount of the damages incurred by the Company by reason of such breach or violation. If the deemed Non-Contributing Person fails to cure such breach or violation to the satisfaction of the Management Committee within thirty (30) days after its receipt of notice of such breach or violation from the Management Committee, the deemed Non-Contributing Person shall relinquish all Voting Rights, and the Preference Contribution Accounts of the remaining Members and Economic Interest Owners will be increased (on a pro rata basis with reference to the relationship of each respective Member's or Economic Interest Owner's Percentage Interest to the total of all such Members and Economic Interest Owner's Percentage Interests) by (i) an amount equal to one hundred twenty-five percent (125%) of such damages as determined by the Management Committee; and (ii) an amount equal to a return thereon at the rate of fifteen percent (15%) per annum (the daily portion of which shall be deemed added to the Preference Contribution Account on a daily basis). Thereafter, the deemed Non-Contributing Person may cure such breach or violation by making a Cure Contribution, the amount and disposition of which shall be governed by Section 6.3 (c) above; provided, however, that should it ultimately be determined by the affirmative vote or consent of a Majority in Interest or by a court of competent jurisdiction that any such damages were not attributable to a breach or violation of this LLC Agreement by such deemed Non-Contributing Person, such deemed Non-Contributing Person shall immediately be reinvested with any and all Voting Rights lost on account the operation of this subparagraph (e) and any economic consequences of the tentative operation of this subparagraph (e) on the Non-Contributing Person (such as a loss of distributions or payment by such Non-Contributing Person of any Cure Contribution or other payment in respect of such alleged breach or violation) shall be properly reversed.

6.4 CAPITAL ACCOUNTS OF MEMBERS. The amount of any additional Capital Contribution made by any Member or Economic Interest Owner shall be added to the Capital Account of such contributing Member or Economic Interest Owner as of the date of expiration of the thirty (30) day periods and/or ten (10) day period, as the case may be, set out in Sections 6.2 and 6.3 (a) above. Any increase in a Member's or Economic Interest Owner's Preference Contribution Account pursuant to Section 6.3(e) shall not be added to such Member's or Economic Interest Owner's Capital Account.

6.5 ADJUSTMENT OF PERCENTAGE INTERESTS. If additional Capital Contributions are made in accordance with Sections 6.2 and 6.3 above, or in conjunction with the admission of a new Member pursuant to Article 11 of this LLC Agreement, the Percentage Interests of each Member and Economic Interest Owner shall be adjusted to reflect such additional contributions in accordance with the following formula:

(a) Each Member's and Economic Interest Owner's Percentage Interest shall be adjusted to the same ratio as the Member's or Economic Interest Owner's total Capital Contribution (initial Capital

Contribution plus additional Capital Contributions) bears to the total Capital Contributions of all the Members and Economic Interest Owners as of the adjustment date. The adjustment date shall be the date of the expiration of the thirty (30) day period and/or ten (10) day period, as the case may be, set out in Sections 6.2 and 6.3 (a) above or the date a new Member is admitted, as the case may be.

(b) This Percentage Interest adjustment shall be made after every additional Capital Contribution, whether such additional Capital Contribution is the result of the admission of a new Member or a call for additional contributions.

In the event that there is any transfer in whole or in part, of a Member's or Economic Interest Owner's Percentage Interest in the Company, then the transferee of such Member or Economic Interest Owner shall stand in the same position as the Member or Economic Interest Owner whose interest they have acquired, unless all of the Members have agreed otherwise.

6.6 INTEREST AND OTHER AMOUNTS. No Member or Economic Interest Owner shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member or Economic Interest Owner, except as otherwise provided in this LLC Agreement or other agreement approved and ratified by all of the Members between the Company and such Member or Economic Interest Owner.

6.7 AMENDMENT OF DOCUMENTS. Except as provided above or pursuant to a Member's or Economic Interest Owner's acquisition of an additional Economic Interest as permitted under this LLC Agreement, any adjustments in Percentage Interests and/or Voting Rights shall be effectuated by amending this LLC Agreement and the execution and filing of any other documents required by the Delaware Act.

6.8 LOANS OF MEMBERS. A Member or Economic Interest Owner may loan cash or other property to the Company, should additional funds be required, upon such terms as all of the Members with Voting Rights shall agree by an affirmative and unanimous vote or consent. Loans by any Member or Economic Interest Owner to the Company shall not be considered as contributions to the capital of the Company. Except as otherwise provided in this LLC Agreement, none of the Members or Economic Interest Owners shall be obligated to make any loan or advance to the Company.

6.9 WITHDRAWAL OF CAPITAL CONTRIBUTION. Except as otherwise provided in this LLC Agreement, the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights shall be required to modify, compromise or release the amount and/or character of a Member's or Economic Interest Owner's Capital Contribution, or any promise made by a Member as consideration for the acquisition of an interest in the Company. Under circumstances requiring the return of any Capital Contribution, no Member or Economic Interest Owner shall have the right to receive any property of the Company, other than cash, except as may be specifically provided herein.

6.10 KLT LOAN. KLT will make loans to the Company from time to time pursuant to this Agreement (each such loan a "KLT Loan").

The KLT Loans, which shall be drawn upon by the Company as needed from time to time, shall be in the principal amount of Four Million dollars (\$4,000,000.00), shall bear interest at the prime rate as published by the WALL STREET JOURNAL plus three percent (3%) per annum on the principal balance outstanding from time to time which rate shall be adjusted monthly on the first day of each month (the "KLT Loan Interest"), and shall be evidenced by and subject to such other terms and conditions as set forth in a Promissory Note in the form attached hereto as EXHIBIT B. The accrued but unpaid KLT Loan Interest and principal balance of the KLT Loans shall be repaid from distributions of the Company's Net Cash Flow and/or distributions of the Company's assets, which such repayment shall be given priority over any such distributions to the Members or Economic Interest Owners on account of their contributions of capital to the Company.

If KLT fails to make a KLT Loan to the Company as required hereunder, then, until such time that it makes such loan: (i) KLT shall relinquish all Voting Rights,

and any right to preferential distributions as described in 8.1(c) below; and (ii) Dobell shall have the right and authority to enter into a purchase and sale agreement on behalf of KLT for the sale of KLT's Economic Interest and Voting Rights (which may be exercised only if the transferee is admitted as a Member as provided in this LLC Agreement); provided, however, that: (A) Dobell shall provide KLT not less than fifteen (15) days notice of its exercise of such right and authority; (B) KLT shall be provided an opportunity to cure such failure to make the KLT Loan within such fifteen (15) days; and (C) the purchase price paid to KLT upon the closing of such purchase and sale agreement shall be payable in cash and shall be an amount equal to or greater than the sum of (i) all Capital Contributions made by KLT, less any previous returns to KLT of its Capital Contributions, (ii) KLT's share of any undistributed Net Cash Flow, (iii) the outstanding balance of any KLT Loans, and (iv) any accrued but unpaid KLT Loan Interest.

Notwithstanding the foregoing, KLT shall not under any circumstances be required to fund a KLT Loan and it shall not relinquish any rights or subject its Economic Interest and Voting Rights to possible sale if, in KLT's reasonable opinion, it has determined that the operational and financial objectives of the Company (and/or its business ventures, as the case may be) as set forth in EXHIBIT C, attached hereto, as conditions precedent to such KLT Loan have not been met; PROVIDED, HOWEVER, that KLT shall be obligated to fund a KLT Loan for the purpose of the Company fulfilling its obligations under any severance agreement with a Company employee, irrespective of whether the objectives in EXHIBIT C have been met.

The KLT Loans shall be secured by a first priority lien granted by the Company upon all of its property pursuant to a Security Agreement in the form attached hereto as EXHIBIT D. If KLT so requests, the Company shall execute and deliver to KLT such further collateral documents as KLT may reasonably request from time to time to create and perfect the security interest contemplated by the Security Agreement.

SECTION 7

ALLOCATIONS

7.1 NET PROFITS. After giving effect to the special allocations set forth in this Article 7, Net Profits for any fiscal year shall be allocated among the Members and Economic Interest Owners as follows and in the following order of priority:

(a) First, to the Members and Economic Interest Owners with negative Adjusted Capital Account Balances (if any), in the ratio of such negative Adjusted Capital Account Balances, up to the amount necessary to restore all such Adjusted Capital Account Balances to zero;

(b) Next, to the Members and Economic Interest Owners with positive Preference Contributions Account balances, in the ratio of their respective Preference Contributions Account balances, up to the aggregate amount (if any) necessary so that each such Member or Economic Interest Owner will have a positive Adjusted Capital Account Balance in an amount which is not less than its Preference Contributions Account balance;

(c) Next, to the Members and Economic Interest Owners in the relative amounts, and up to the aggregate amount (if any), necessary so that the Residual Capital Account Balances of the Members and Economic Interest Owners will be in the ratio of their respective Percentage Interests; and

(d) Then, any additional Net Profits shall be allocated among the Members and Economic Interest Owners in proportion to their Percentage Interests.

7.2 NET LOSSES. Net Losses for any fiscal year shall be allocated among the Members and Economic Interest Owners as follows and in the following order of priority:

(a) First, to the Members and Economic Interest Owners, in the relative amounts, and up to the aggregate amount (if any), necessary so that their Residual Capital Account Balances (if any) will be in the ratio of their respective Percentage Interests;

(b) Next, to the Members and Economic

Interest Owners, in the ratio of their Residual Capital Account Balances, up to the aggregate amount (if any) necessary to reduce such Residual Capital Account Balances to zero;

(c Next, to the Members and Economic Interest Owners with positive Adjusted Capital Account Balances, up to the aggregate amount (if any) necessary to reduce such Adjusted Capital Account Balances to zero; and

(d Then, any remaining Losses shall be allocated among the Members and Economic Interest Owners in proportion to their Percentage Interests.

7.3 SPECIAL ALLOCATIONS. The following special allocations shall be made in the following order:

(a Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 7, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member or Economic Interest Owner shall be specially allocated items of Company income and gain for such Fiscal year (and, if necessary, subsequent Fiscal years) in an amount equal to such Member's or Economic Interest Owner's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Economic Interest Owner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 7.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-1(f) of the Regulations and shall be interpreted consistently therewith.

(b Except as otherwise provided in Section 1.704-1(i)(4) of the Regulations, notwithstanding any other provision of this Article 7, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member or Economic Interest Owner who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's or Economic Interest Owner's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Economic Interest Owner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 7.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c Nonrecourse Deductions for any Fiscal year shall be specially allocated among the Members and Economic Interest Owners in proportion to their Percentage Interests.

(d Any Member Nonrecourse Deductions for any Fiscal year shall be specially allocated to the Member or Economic Interest Owner who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(e To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member or Economic Interest Owner in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the

asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Member or Economic Interest Owners in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members and Economic Interest Owners to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

7.4 OTHER ALLOCATION RULES.

(a The Members and Economic Interest Owners are aware of the income tax consequences of the allocations made by this Article 7 and hereby agree to be bound by the provisions of this Article 7 in reporting their shares of Company income and loss for income tax purposes.

(b For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by a Majority in Interest using any permissible method under Code Section 706 and the Regulations thereunder.

(c Solely for purposes of determining a Member's or Economic Interest Owner's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Regulations Section 1.752-3(a)(3), the Members' and Economic Interest Owners' interests in Company Net Profits are in proportion to their Percentage Interests.

(d To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Members shall endeavor not to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt.

7.5 TAX ALLOCATIONS: CODE SECTION 704(C). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members and Economic Interest Owners so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.1(j)(i) hereof). The Members and Economic Interest Owners hereby agree that the "REMEDIAL ALLOCATION METHOD" described in Regulation Section 1.704-3(d) shall be used for allocating the disparity between the fair market value of a contributed asset and that asset's adjusted tax basis.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(i)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. The Members and Economic Interest Owners agree that the remedial allocation method described in Regulation Section 1.704-3(d) shall be used for allocating the disparity between the fair market value and adjusted tax basis.

Other than the mandatory use of the remedial allocation method as specified above in this Section 7.5, any elections or other decisions relating to such allocations shall be made by the Management Committee in any manner that reasonably reflects the purpose and intention of this LLC Agreement. Allocations pursuant to this Section 7.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provisions of this LLC Agreement.

ARTICLE 8

ACCOUNTING, DISTRIBUTIONS AND TAXES

8.1 DISTRIBUTION OF NET CASH FLOW. Within thirty (30) days after the close of each fiscal year and with the affirmative vote or consent of a Majority in Interest, or more frequently upon the unanimous affirmative vote or unanimous consent of all Members with Voting Rights (except for the distribution set forth in Section 8.1(a), which shall be made without the need for

any vote), the Net Cash Flow of the Company shall be distributed to the Members and Economic Interest Owners as follows:

(a First, PRO RATA on a quarterly basis to the Members and Economic Interest Owners, in accordance with their respective Percentage Interests, an amount of Net Cash Flow sufficient for the Members and Economic Interest Owners to satisfy the aggregate federal, state and local tax liabilities of the Members and Economic Interest Owners incurred with respect to the taxable income of the Company during the preceding calendar quarter.

(b Second, to KLT for repayment of any accrued but unpaid KLT Loan Interest and then for repayment of any outstanding principal balance of the KLT Loans;

(c Third, to the Members and Economic Interest Owners with positive Preference Contribution Account balances in proportion to their respective Preference Contribution Accounts balances, up to the amount necessary to reduce all such Preference Contribution Account balances to zero;

(d Fourth, to KLT until such distributions, together with all prior distributions of Net Cash Flow and/or of the Company's assets, including amounts distributed as repayments of KLT Loans, KLT Loan Interest and returns of KLT's Capital Contributions are such that KLT has received an Internal Rate of Return of twenty-five percent (25%) on all of its Capital Contributions and KLT Loans as such amounts are outstanding from time to time; and

(e The balance, if any, to the Members and Economic Interest Owners in proportion to their Percentage Interests; provided, however, that the amount distributable to KLT under this Section 8.1(d) shall be credited by the amounts distributed to KLT pursuant to Section 8.1(c).

For purposes of this LLC Agreement, KLT's "Internal Rate of Return" shall be the pretax annualized percentage discount rate at which the present value of all of KLT's Capital Contributions and KLT Loans equal the present value of the sum of all distributions of Net Cash Flow and/or of the Company's assets, including amounts distributed as repayments of KLT Loans, KLT Loan Interest and returns of KLT's Capital Contributions. The determination of KLT's Internal Rate of Return shall be made by KLT at the end of each quarter of the Company's fiscal year, or more frequently if required to determine the rights and obligations of the parties under this LLC Agreement, and certified by KLT to the Manager.

Notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company are in excess of its liabilities, except amounts payable to Members or Economic Interest Owners on account of Capital Contributions.

8.2 ACCOUNTING. The fiscal and tax year of the Company shall be the calendar year. For tax purposes, the records of the Company shall be maintained on an accrual method of accounting. The books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company. Each Member shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Company, and a list of the names and addresses of all of the Members and Economic Interest Owners. Such right may be exercised through any agent of such Member. Each Member shall bear all expenses incurred in any examination made for its account.

As soon as reasonably practicable after the end of each calendar quarter, the Manager shall furnish each Member and Economic Interest Owner with an interim balance sheet, statement of profit and loss, and statement of cash receipts and disbursements of the Company, each prepared in accordance with generally accepted accounting principles and reviewed by the Company's independent certified public accountants. As soon as reasonably practicable after the end of each fiscal and tax year, the Manager shall furnish each Member and Economic Interest Owner with: (i) a balance sheet of the Company as of the last day of such fiscal or tax year, a statement of profit or loss of the Company for such year, and a statement of cash receipts and disbursements, each prepared in accordance with generally

accepted accounting principles and reviewed by the Company's independent certified public accountants; (ii) a statement showing the amounts allocated to or allocated against such Member and Economic Interest Owner pursuant to Article 7 of this LLC Agreement during or in respect of such year, and any items of income, deduction, credit, or loss allocated to them; and (iii) a copy of the federal income tax return of the Company.

8.3 TAX ELECTIONS. Upon the affirmative vote or consent of a Majority in Interest, the Tax Matters Member shall make any tax election for the Company allowed under the Internal Revenue Code of 1986, as amended, including, without limitation, elections to cause the basis of Company property to be adjusted for federal income tax purposes as provided by Section 734 and 743 of the Internal Revenue Code of 1986, as amended, pursuant to the transfer of an Economic Interest or the death of or distribution of property to a Member or Economic Interest Owner.

8.4 TAX MATTERS MEMBER. KLT is hereby designated as the Tax Matters Member of the Company pursuant to applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. If KLT ceases to be a Member, its status as Tax Matters Member shall cease, and a successor Tax Matters Member shall be as chosen by the affirmative vote or consent of a Majority in Interest

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 IN GENERAL. As of the date hereof, each Member (each a "Representing Party") makes each of the following representations and warranties applicable to such Member:

(a If such Representing Party is a corporation, partnership, trust, limited liability company, limited liability partnership or any other legal entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or formation and has the power and authority as an entity to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Representing Party is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such Representing Party has the power and authority as an entity to execute and deliver this LLC Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this LLC Agreement has been duly authorized by all necessary actions of the Representing Party entity. This LLC Agreement constitutes the legal, valid, and binding obligation of such Representing Party.

(b Neither the execution, delivery, and performance of this LLC Agreement nor the consummation by such Representing Party of the transactions contemplated hereby (i) will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Representing Party, (ii) will conflict with, violate, result in a breach of, or constitute a default under any of the terms, conditions, or provisions of the articles of incorporation, bylaws, partnership agreement, certificate of formation, articles of organization, or other formation and operating documents of such Representing Party, or of any material agreement or instrument to which such Representing Party is a party or by which such Representing Party is or may be bound or to which any of its material properties or assets is subject, (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization or approval under any indenture, mortgage, lease agreement, or instrument to which such Representing Party is a party or by

which such Representing Party is or may be bound, or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such Representing Party.

(c Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by such Representing Party under this LLC Agreement or the consummation by such Representing Party of any transaction contemplated hereby has been completed, made or obtained on or before the effective date of this LLC Agreement.

(d There are no actions, suits, proceedings or investigations pending or, to the knowledge of such Representing Party, threatened against or affecting such Representing Party or any of their properties, assets, or businesses in any court or before or by any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined could) reasonably be expected to materially impair such Representing Party's ability to perform its obligations under this LLC Agreement or to have a material adverse effect on the consolidated financial condition of such Representing Party; and such Representing Party has not received any currently effective notice of any default, and such Representing Party is not in default, under any applicable order, writ, injunction, decree, permit, determination, or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Representing Party's ability to perform its obligations under this LLC Agreement or to have a material adverse effect on the consolidated financial condition of such Representing Party.

(e Such Member is acquiring its interest in the Company based upon its own investigation, and the exercise by such Member of its rights and the performance of its obligations under this LLC Agreement will be based upon its own investigation, analysis and expertise. Such Member's acquisition of its interest in the Company is being made for its own account for investment, and not with a view to the sale or distribution thereof.

ARTICLE 10

TRANSFERABILITY

10.1 GENERAL. Except as otherwise specifically provided in this LLC Agreement, neither a Member nor an Economic Interest Owner shall have the right without the unanimous affirmative vote or unanimous consent of all of the remaining Members with Voting Rights to sell, assign, encumber, pledge, hypothecate, transfer, exchange, distribute or otherwise transfer for consideration, gift, bequeath, distribute or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (each such action a "Transfer") all or part of its interest in the Company. The transfer of the Economic Interest of a Bankrupt Member or Economic Interest Owner shall be governed by Sections 12.4 and 12.5 below.

Notwithstanding the foregoing restriction, Dobell, with the prior written consent of KLT in each instance, may from time to time: (i) transfer all or a part of his Economic Interest, but not his Voting Rights, to his spouse or descendants or a custodian for his spouse or descendants or to a grantor trust described in Section 676 of the Code; or (ii) grant purchase options in his Economic Interest, but not his Voting Rights, to one or more managers or consultants employed or engaged by the Company or a business venture which the Company has invested in, upon such terms and conditions as he deems reasonable; provided, however, that each such option will provide that the option will lapse upon the manager's or consultant's termination of employment or engagement with the Company or such business venture, and that if the option is exercised Dobell and the transferee of his Economic Interest will comply with the terms of Section 10.2(c) below with respect to the Economic Interest transferred. If such terms are not complied with for any such transfer, Dobell shall relinquish all of his Voting Rights until such time that he cures such non-compliance

to the reasonable satisfaction of the Manager. If Dobell transfers an Economic Interest to or for the benefit of a spouse or descendants or to a grantor trust, or if an option granted to a manager or consultant is exercised, the Economic Interest so transferred will remain subject to KLT's rights as provided in Sections 10.3 and 10.5 below.

In the event Dobell transfers any part of his Economic Interest to or for the benefit of a spouse or descendants or to a grantor trust or grants any purchase options in compliance with the terms set forth above, whether or not exercised, except as otherwise provided in this LLC Agreement, Dobell shall retain all his Voting Rights.

Any purported Transfer of any interest in the Company in contravention of this LLC Agreement shall be null and void and of no force or effect.

10.2 RIGHT OF FIRST OFFER.

(a If a Member or Economic Interest Owner (collectively the "Selling Member") desires to sell all or any portion of its Economic Interest (excepting the transfer of the Economic Interest of a Bankrupt Member or Economic Interest Owner, which shall be governed by Sections 12.4 and 12.5 below), the Selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Economic Interest. The notice shall be accompanied by a description of the amount of the Selling Member's Economic Interest which it desires to sell or transfer, described as a percentage interest of all of the Economic Interests of the Company, and a cash price at which the Selling Member is willing to sell such portion of its Economic Interest. The Members which elect to exercise this right of first offer (the "Purchasing Members") shall have the right to purchase on a pro rata basis determined with reference to the relationship of each respective Purchasing Member's Percentage Interest to the total Percentage Interests of all of the Purchasing Members, unless a different allocation is agreed upon by such Members, all (but not less than all) of the Economic Interest proposed to be sold by the Selling Member by giving written notification to the Selling Member of their intention to do so within forty-five (45) days after receiving the Selling Member's written notice. The failure of the Purchasing Members to so notify the Selling Member of their desire to exercise this right of first offer within said forty-five (45) day period shall result in the termination of the right of first offer and the Selling Member shall be entitled to consummate the sale of its Economic Interest in the Company subject of such notice to any Person at any time within one hundred eighty (180) days after such forty-five (45) day period upon such terms as the Selling Member dictates and at a price which is not less than the cash price set forth in such notice. If the Selling Member fails to consummate a sale of its Economic Interest subject of such notice at or above stated cash price within such one hundred eighty (180) day period, then it must again comply with all of the terms and provisions of this Section 10.2 before transferring any portion of such Economic Interest.

(b If the Purchasing Members give written notice to the Selling Member of their desire to exercise a right of first offer as provided above, the Purchasing Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after the date of the Purchasing Members' notice of their exercise of the right of first offer. At the closing of such purchase, the Purchasing Members shall pay in cash or cash equivalents the entire purchase price for such Economic Interest.

(c In the event of the Transfer of a Selling Member's Economic Interest in the Company, and as a condition to recognizing the effectiveness and binding nature of any such Transfer, the Manager may require the Selling Member and the purchaser, donee or successor-in-interest of such Economic Interest, as the case may be, to execute, acknowledge, and deliver to the Manager such instruments of transfer, assignment, and assumption and such other certificates, representations, and documents, and to perform all the other acts that the Manager may deem necessary or desirable to:

(i) Constitute such purchaser, donee or successor-in-interest as an owner of an Economic Interest in the Company;

(ii) Confirm that the Person desiring to acquire an Economic Interest in the Company has accepted, assumed, and agreed to be subject and bound by all of the terms, obligations and conditions of this LLC Agreement, as the same may have been further amended;

(iii) Preserve the Company after the completion of such Transfer under the laws of each jurisdiction in which the Company is qualified, organized, or does business;

(iv) Maintain the status of the Company as a partnership for federal and state income tax purposes; and/or

(v) Assure compliance with any and all applicable state and federal laws including securities laws and regulations.

(d) Any purchaser, donee or successor-in-interest of an Economic Interest shall be required to make additional Capital Contributions to the same extent as its predecessor in interest would have been required to make.

(e) Any Transfer of an Economic Interest in the Company shall be deemed effective as of the last day of the calendar month in which all the requirements of this Article 10 are complied with. The Selling Member agrees, upon request of the Management Committee, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the Management Committee from time to time in connection with such Transfer.

(f) The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, attorneys' fees and tax liabilities or loss of tax benefits) arising directly or indirectly from any transfer or purported transfer in violation of this Article 10.

(g) If the Selling Member fails to comply with any of the terms and conditions set forth above, including, without limitation assignment of its Economic Interest to the Purchasing Members pursuant to their exercise of the right of first offer as provided above, then such Purchasing Members may enforce the Selling Member's obligation by an action for specific performance.

10.3 DOBELL PUT OPTION.

(a) If after the fifth anniversary date of this LLC Agreement, Dobell desires to sell all of his Economic Interest (including the Economic Interests transferred by Dobell to permitted transferees under this Agreement), he shall have the option to submit to KLT a written notice setting forth his offer to sell for cash all of his Economic Interest and Voting Rights at a purchase price determined by multiplying the Fair Market Value of the Company (determined as provided in Section 10.3(e) below) by his Percentage Interest.

(b) KLT shall by written notice to Dobell, within thirty (30) days of delivery of Dobell's offer, either accept Dobell's offer to sell all of his Economic Interest and Voting Rights to KLT, or alternatively elect to exercise KLT's option to sell all of KLT's Economic Interest and Voting Rights, together with those of Dobell (free of any options therein granted by Dobell) and any manager, descendant, custodian or trustee to which Dobell has transferred any part of his Economic Interest as provided for in Section 10.1 above, for a purchase price determined by multiplying the Fair Market Value of the Company multiplied by the Percentage Interests associated with such Economic Interests and Voting Rights so sold.

(c) KLT shall make such an election by providing written notice of such election to Dobell within thirty (30) days of Dobell's delivery of his offer as provided in Section 10.3(a). If KLT elects to accept Dobell's offer, the closing date

for KLT's purchase of Dobell's Economic Interest and Voting Rights shall occur on the tenth (10th) business day following KLT's notice to Dobell of its election to accept his offer. At the closing, Dobell (and his permitted transferees, if any) shall execute, acknowledge and deliver to KLT such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that KLT deems necessary or desirable to transfer Dobell's (and his permitted transferees, if any) Economic Interest and Voting Rights to KLT, free and clear of all liens, claims and encumbrances, and KLT shall deliver to Dobell (and to his permitted transferees in accordance with their respective Economic Interests) payment in cash of the purchase price for his Economic Interest and Voting Rights.

(d If KLT elects to exercise its option to sell all of the Economic Interests and Voting Rights of KLT, Dobell and Dobell's transferees, KLT shall have the authority to enter into a purchase and sale agreement on behalf of Dobell and his permitted transferees either for the sale of such Persons' Economic Interests and Voting Rights or for the sale of all of the properties and assets of the Company, for the Fair Market Value of the Company and upon such other terms and conditions as KLT deems appropriate, such agreement to be entered into not later than one hundred eighty (180) days after the date of KLT's notice to Dobell electing such option. If such agreement is not closed within two hundred seventy (270) days after the date of such notice, KLT shall be required to purchase Dobell's Economic Interest and Voting Rights pursuant to the Fair Market Value. If KLT sells all of such Economic Interests and Voting Rights or the assets and properties of the Company pursuant to this Section 10.3, then each of the Members and Economic Interest Owners will receive a portion of the sales proceeds, net of costs of sale, determined with reference to Section 12.7 below. Each Member and Economic Interest Owner agrees to execute, acknowledge and deliver such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that KLT deems necessary or desirable to transfer the Member's or Economic Interest Owner's Economic Interests and Voting Rights or provide for the sale by the Company of the Company's assets and properties, pursuant to this Section 10.3.

(e For purposes of this Section 10.3 (and, if necessary, Sections 10.4 and 10.5), the "Fair Market Value" of the Company shall be the amount determined in good faith by Dobell and as stated in his written notice setting forth his offer to sell his Economic Interest and Voting Rights as provided in Section 10.3(a); provided, however, that if within thirty (30) days of Dobell's delivery of such offer, KLT provides notice to Dobell of its disagreement with such Fair Market Value, KLT and Dobell shall, prior to the expiration of such thirty (30) day period, agree upon a mutually acceptable Fair Market Value for purposes of this Section 10.3. If KLT and Dobell are unable to agree upon a fair market value within such period of time, the Fair Market Value shall be determined by an appraiser ("the "ppraiser") agreed to by parties. If the parties cannot agree upon an appraiser, then KLT and Dobell each shall select one appraiser to perform a separate appraisal of the Company's fair market value. If the two appraisals differ by less than ten percent (10%) of the lower appraised value, the average of the two appraisals shall be used as the Fair Market Value. If the two appraisals differ by more than ten percent (10%), the two appraisers selected shall select a third appraiser, which third appraiser shall select one of the two previously prepared appraisals which he or she believes is closest to the actual fair market value of the Company, which amount shall thereafter constitute the Fair Market Value to be used in this Section 10.3. The costs of such appraisals shall be shared equally between the parties. Any time limitations imposed upon a party to make any election under this Section 10.3 shall be stayed during such determination.

10.4 CHANGE OF CONTROL.

(a Notwithstanding anything to the contrary herein, if either: (i) a Person not a party to this Agreement acquires beneficial ownership of more than fifty percent (50%) of the outstanding shares

of voting stock of Kansas City Power & Light Company (AKCPL") with the ability to vote such beneficial ownership to direct the affairs of KCPL; or (ii) a majority of KCPL management's slate of candidates for directors of KCPL are not elected at any KCPL shareholder meeting called for such purpose; Dobell shall have the option to purchase, or cause to be purchased, for cash at the closing KLT's entire Economic Interest and Voting Rights.

Such option shall be exercised by Dobell's notice to KLT within nine (9) months following the completion of any such merger or acquisition of KCPL or election of directors, with the closing of such purchase to occur within sixty (60) days after date of such notice.

(b) The purchase price for KLT's Economic Interest and Voting Rights shall be an amount equal to the higher of:

(1) The Fair Market Value of the Company (determined in accordance with Section 10.3(e)) multiplied by KLT's Percentage Interest; and

(2) The sum of: (i) all Capital Contributions made by KLT to the Company, the accrued but unpaid KLT Loan Interest, the outstanding principal balance of the KLT Loans, and the amount of any Net Profits allocated to KLT's Capital Account; and (ii) an amount which shall allow KLT to receive an Internal Rate of Return (determined as provided in Section 8.1 above) of fifteen percent (15%) on all of its Capital Contributions and KLT Loans as such amounts are outstanding from time to time, if the closing as provided above occurs before the first anniversary date of this LLC Agreement.

If the closing as provided above occurs after the first anniversary date of this LLC Agreement, the purchase price shall be determined as so provided except so as to allow KLT to receive an Internal Rate of Return of twenty-five percent (25%) on all of its Capital Contributions and KLT Loans.

PROVIDED, HOWEVER, that until the second anniversary of this Agreement, subsection (b)(1), above, shall not be effective. At the closing, KLT shall execute, acknowledge and deliver to Dobell such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that Dobell deems necessary or desirable to transfer KLT's Economic Interest and Voting Rights to Dobell, free and clear of all liens, claims and encumbrances and Dobell shall deliver to KLT payment in cash of the purchase price for KLT's Economic Interest and Voting Rights as determined above. Dobell shall have the right to cause the incorporation of the Company (with stock in the corporation issued according to the relative Economic Interest owned by the Members and Economic Interest Owners) in conjunction with the closing of the purchase of KLT's Economic Interest and Voting Rights pursuant to this Section 10.4; provided, however, that such incorporation does not cause any material adverse tax consequences to KLT, such determination which shall be made by KLT in its sole and absolute discretion.

10.5 KLT'S OPTION TO PURCHASE.

(a) KLT and Dobell each acknowledge that on or after the effective date of this LLC Agreement, the Company and Dobell will enter into an employment agreement providing for the Company's employment of Dobell. If Dobell's employment with the Company is terminated for cause or by Dobell's voluntary act, pursuant to the terms of such employment agreement, then KLT shall have the option to purchase for cash all of Dobell's Economic Interest and Voting Rights and all of the Economic Interests (and Voting Rights, if any) of any permitted transferee to which Dobell has transferred any part of his Economic Interest as provided in Section 10.1 above.

(b) If KLT elects to exercise its option as provided in this Section 10.5, within thirty (30) days after the termination of Dobell's employment, KLT shall provide Dobell notice of such election, with a copy to each of his transferees, which shall set forth a cash purchase price for the Economic Interests and Voting Rights to be purchased

determined by multiplying the fair market value of the Company by the Percentage Interests to be purchased, and a date for closing such purchases which shall not be more than thirty (30) days after the date of such notice. If Dobell disagrees with the fair market value determined by KLT, then Dobell and KLT shall arrive at a mutually acceptable Fair Market Value as provided in Section 10.3(e) above.

(c) At the closing, Dobell and each of his transferees shall execute, acknowledge and deliver to KLT such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that KLT deems necessary or desirable to transfer his Economic Interest and Voting Rights, and his transferee's Economic Interests and Voting Rights, if any, to KLT free and clear of all liens, claims, options and encumbrances, and KLT shall deliver to Dobell and his transferees payment in cash of the purchase price for the Economic Interests and Voting Rights purchased.

10.6 TRANSFEREE NOT MEMBER IN ABSENCE OF CONSENT.
Notwithstanding anything contained in this LLC Agreement to the contrary, if all of the remaining Members with Voting Rights do not by unanimous affirmative vote or unanimous consent approve of the proposed Transfer of a Member's or Economic Interest Owner's Economic Interest in the Company to a transferee or donee who is not a Member immediately before the Transfer and the admission of such transferee as a Member as provided in Article 11 below, the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company, including, without limitation, any rights to appoint representatives to the Management Committee, or to become a Member. Subject to the satisfaction of the requirements of Section 10.2 above, the transferee or donee shall be merely an Economic Interest Owner. Furthermore, except as agreed upon by all of the remaining Members or as otherwise provided in this LLC Agreement or the Delaware Act, upon a Member's transfer of its entire Economic Interest, such Member's rights to participate in the management and affairs of the Company, including, without limitation, its Voting Rights, and any rights to appoint representatives to the Management Committee, shall cease.

ARTICLE 11

ADMISSION OF SUCCESSOR MEMBERS OR NEW MEMBERS

11.1 ADMISSION OF SUCCESSOR MEMBERS OR NEW MEMBERS.
A Person, including a transferee or donee of a Member or other Person owning an Economic Interest, shall be deemed admitted as a Member of the Company only upon the satisfactory completion of the following:

(a) All of the Members or remaining Members with Voting Rights, as the case may be, shall have consented to the admission of the Person as a Member of the Company and, in the case of a new Member, all of the Members with Voting Rights shall have consented to the amount and character of the proposed Capital Contribution of such new Member.

(b) The Person shall have accepted and agreed to be bound by the terms and provisions of this LLC Agreement and such other documents or instruments as the Management Committee may require.

(c) The Person shall have executed a counterpart of this LLC Agreement to evidence the consents and agreements above, and any changes in the Certificate of Formation of the Company and this LLC Agreement shall have been executed and filed as deemed necessary by the Management Committee.

(d) If the Person is a corporation, partnership, limited liability company, trust, association or other entity, the Person shall have provided the Management Committee with evidence satisfactory to counsel for the Company of its authority to become a Member under the terms and provisions of this LLC Agreement.

(e) If required by the Management Committee, counsel for the Company or a qualified counsel for the transferee or donee or new Member, which counsel shall have been approved of by the Members, shall have rendered an opinion to the Members that the admission of the Person as a Member is in conformity with the Delaware Act and that none of

the actions in connection with the admission will cause the termination or dissolution of the Company or will adversely affect its classification as a partnership for federal and state income tax purposes.

(f) The Person, as required by the Management Committee, shall have paid all reasonable legal fees of the Company and the Members and filing costs in connection with its admission as a Member.

11.2 FINANCIAL ADJUSTMENTS. No new Members shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Company may, at its option, at the time a Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations of loss, income, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

ARTICLE 12

TERM. TERMINATION. AND DISTRIBUTION UPON LIQUIDATION

12.1 TERM. The term of the Company shall commence on the date the Certificate of Formation for the Company is filed in the Office of the Delaware Secretary of State in accordance with the Delaware Act and shall continue until December 31, 2046, unless earlier dissolved by the unanimous written consent of all of the Members with Voting Rights, or the provisions of the Certificate of Formation, this LLC Agreement or the Delaware Act.

12.2 WITHDRAWAL OF A MEMBER. A Member may withdraw, retire or resign from the Company at any time upon giving ninety (90) days prior written notice of such withdrawal to the remaining Members; provided, however, that absent the approval of such withdrawal by the affirmative vote or consent of a Majority in Interest of the remaining Members within such ninety (90) day notice period, such a withdrawal shall be deemed a breach of this LLC Agreement allowing the Company to recover from the withdrawing Member damages for such breach as reasonably determined by the remaining Members, including, without limitation, attorneys' fees, and offset such damages against the amounts otherwise distributable to the withdrawing Member.

Subject to the remaining provisions of this LLC Agreement, upon the withdrawal of a Member, the withdrawing Member shall be entitled to the fair market value of its Economic Interest, which amount shall be equal to the sum of the withdrawing Member's Percentage Interest of both (i) the Company's Net Profits or Net Losses for the year in which the withdrawal occurs through the date of the withdrawal (less any distributions of Net Cash Flow made to the withdrawing Member through the date of such withdrawal); and (ii) the value of the Company's assets, net of the Company's debts, liabilities and obligations; less any deficit balance in the withdrawing Member's Capital Account, such consideration which the Company shall pay in cash at the closing, which closing shall be within thirty (30) days of the date such purchase price is determined at such time and place as designated by the Company. For purposes of this determination, the value of the Company's assets, other than cash, certificates of deposit and other instruments the value of which are readily ascertainable, shall be determined with reference to the fair market value of such assets as determined by the Company's regularly employed independent certified public accountant, which determination shall be final, binding and conclusive upon all parties.

Notwithstanding the foregoing, if such withdrawal is deemed to be a breach of this LLC Agreement as provided above, then the amount to which the withdrawing Member is entitled for its Economic Interest shall not include any amount attributable to the goodwill of the Company and shall be reduced by an amount equal to any damages attributable to such breach as described above.

12.3 EVENTS OF DISSOLUTION. Unless the continuation of the Company's business is approved by the affirmative vote or consent of a Majority in Interest of the remaining Members within ninety (90) days of an event of withdrawal, the Company shall immediately dissolve. An event of withdrawal shall include:

(a The withdrawal, retirement or resignation of a Member absent the approval of the remaining Members and the failure to purchase a withdrawing

Member's Economic Interest as provided in Section 12.2 above;

(b In the case of a Member that is a natural person, the death or insanity of a Member or the entry by a court of competent jurisdiction adjudicating a Member incompetent to manage his person or his estate;

(c A Member becoming a Bankrupt Member (as defined in Section 12.4 below);

(d In the case of a Member that is a trust, the termination of the trust or the distribution of such trust's entire interest in the Company, but not merely the substitution of a new trustee;

(e In the case of a Member that is a general or limited partnership, the dissolution and commencement of winding up of such partnership or a distribution of its entire interest in the Company;

(f In the case of a Member that is a corporation, the filing of articles of dissolution, or their equivalent, for the corporation or revocation of its charter or its distribution of its entire interest in the Company;

(g In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company;

(h In the case of a Member that is a limited liability company, the filing of a certificate of cancellation or articles of dissolution or termination, or their equivalent, for the limited liability company or a distribution of its entire interest in the Company;

(i December 31, 2046;

(j The unanimous affirmative vote or unanimous consent by all of the Members with Voting Rights to dissolve, wind up and liquidate the Company;

(k The happening of any other event that makes it unlawful or impossible to carry on the business of the Company; or

(l Any event which causes there to be only one (1) Member.

Except as otherwise provided in this LLC Agreement or the Delaware Act, upon the occurrence of an event of withdrawal as described in subsection (a) through (h) above, the Member subject of such an event shall cease to be a Member and shall thereafter be an Economic Interest Owner. An event of withdrawal shall not include a Transfer of a Member's interest pursuant to Article 10 above.

12.4 BANKRUPTCY OF A MEMBER. A "Bankrupt Member" shall mean any Member or Economic Interest Owner who:

(a makes an assignment for the benefit of its creditors;

(b files a voluntary petition in bankruptcy;

(c files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of such nature;

(d seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or Economic Interest Owner or of all or any substantial part of its property; or

(e is the subject of any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, and one hundred twenty (120) days after commencement of such proceeding, the proceeding has not been dismissed; or without the Members' or Economic Interest Owners' consent or acquiescence has had a trustee, receiver or liquidator appointed for itself or for a substantial part of its property and the appointment is not vacated or stayed, or

within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

12.5 OPTION TO PURCHASE. The remaining Members shall have the option to purchase the Economic Interest and Voting Rights, if any, of a Bankrupt Member for the purchase price determined and paid in accordance with the methodology, terms and conditions provided in Section 12.2 above for the purchase of a withdrawing Member's interest; provided, however, that no discounts shall be made to the purchase price for any deemed breach of the LLC Agreement. If the remaining Members do not elect to acquire all of the Bankrupt Member's interest, the interest shall be transferred in accordance with Article 10 above, or if not transferred, retained by the Bankrupt Member. If the remaining Members exercise their option hereunder and the Bankrupt Member fails to assign its interest in the Company at the time and place fixed for closing, then the remaining Members may enforce the obligation of the Bankrupt Member by an action for specific performance.

12.6 CESSATION OF BUSINESS. In the event of the occurrence of any event effecting the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the Manager has filed a certificate of cancellation in the office of Delaware Secretary of State or until a decree terminating the Company has been entered by a court of competent jurisdiction.

12.7 WINDING UP. LIQUIDATION. AND DISTRIBUTION OF ASSETS. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution and the Manager shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(a) Collect and sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent all of the Members by an affirmative and unanimous vote or consent may determine to distribute any assets to the Members and Economic Interest Owners in kind);

(b) Allocate any Net Profits or Net Losses resulting from such sale or other disposition of the Company's assets to the Members' and Economic Interest Owners' Capital Accounts in accordance with Section 2.1(b) above;

(c) Discharge all debts, liabilities and obligations of the Company, including those to Members and Economic Interest Owners who are creditors, including KLT to the extent any KLT Loan Interest or KLT Loan remains unpaid, to the extent otherwise permitted by law, other than debts, liabilities and obligations to Members and Economic Interest Owners for distributions, and establish such reserves as the Management Committee may deem reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company);

(d) Distribute the remaining assets to the Members and Economic Interest Owners either in cash or in kind, with any assets distributed in kind being valued for this purpose at their fair market value, as follows and in the following order of priority:

(i) First, to the Members and Economic Interest Owners with positive Preference Contribution Account balances, in proportion to their respective Preference Contribution Account balances, up to the amount necessary to reduce all such Preference Contribution Account balances to zero;

(ii) Second, to KLT until such distributions, together with all prior distributions of Net Cash Flow and/or of the Company's assets, including amounts distributed as repayments of KLT Loans, KLT Loan Interest and returns of KLT's Capital Contributions, are such that KLT has received an Internal Rate of Return (determined as provided in Section 8.1 above) of twenty-five percent (25%) on all of its Capital Contributions and KLT Loans as such amounts are outstanding from

time to time; and

(iii) The balance, if any, to the Members and Economic Interest Owners in proportion to their Percentage Interests; provided, however, that the amount distributable to KLT under this Section 12.7(d)(iii) shall be credited by the amounts distributed to KLT pursuant to Section 12.7(d)(ii).

If any assets of the Company are to be distributed in kind, the fair market value of those assets as of the date of dissolution, other than cash, certificates of deposit and other instruments the value of which are readily ascertainable, shall be as determined as provided in Section 12.2 above. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of this LLC Agreement to reflect such deemed sale;

(e) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated; and

(f) The remaining Members shall comply with any applicable requirements of the Delaware Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.8 CERTIFICATE OF CANCELLATION. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining assets have been distributed to the Members and Economic Interest Owners, the Manager shall execute a certificate of cancellation setting forth the information required by the Delaware Act and shall be delivered to the Delaware Secretary of State.

12.9 RETURN OF CONTRIBUTION NONRECOURSE TO OTHER MEMBERS. Except as provided by law or as expressly provided in this LLC Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company assets remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of the Members and Economic Interest Owners, the Members and Economic Interest Owners shall have no recourse against any other Member or Economic Interest Owner.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 WAIVER OF RIGHT OF PARTITION. It is specifically agreed that no Member or Economic Interest Owner shall have the right to ask for partition of the assets owned or hereafter acquired by the Company, nor shall any such Member or Economic Interest Owner have the right to any specific assets of the Company on the liquidation or winding up of the Company, except as may be specified by a Majority in Interest.

13.2 NOTICES. Except as otherwise provided in this LLC Agreement, any notice required or permitted herein shall be in writing and shall be deemed to have been delivered, whether actually received or not, two (2) calendar days after being deposited in the United States mail, by registered mail, return receipt requested, postage prepaid, addressed to the party entitled thereto at the last address of such party provided by such party to the Company. Any notice to the Company shall be sent to the Company's principal place of business.

13.3 GOVERNING LAW. This LLC Agreement has been made and executed in accordance with the Delaware Act and is to be construed, enforced, and governed in accordance therewith and with the laws of the State of Delaware. The parties agree that all actions or proceedings arising directly or indirectly from this Operation Agreement shall be commenced and litigated only in the Circuit Court of Jackson County, Missouri, or the United States District Court of Missouri, Western District, located in Kansas City, Missouri. The parties hereby consent to the jurisdiction over them of the Circuit Court of Jackson County, Missouri, or the United States District Court of Missouri, in all actions or proceedings arising directly or indirectly from this LLC Agreement.

13.4 ENTIRE AGREEMENT. Except as otherwise provided herein, this LLC Agreement together with the recitals and

Exhibits hereto, each of which are incorporated herein, constitutes the entire agreement among the Members on the subject matter hereof and may not be changed, modified, amended, or supplemented except in writing, signed by all of the Members. All other oral or written agreements, promises, and arrangements in relation to the subject matter of this LLC Agreement are hereby rescinded.

13.5 **BINDING AGREEMENT.** Subject to the restrictions and encumbrances set forth herein, the terms and provisions of this LLC Agreement shall be binding upon, be enforceable by and inure to the benefit of the Members, Economic Interest Owners and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

13.6 **INTERPRETATION.** The descriptive headings contained in this LLC Agreement are for convenience only and are not intended to define the subject matter of the provisions of this LLC Agreement and shall not be resorted to for interpretation thereof.

13.7 **SEVERABILITY.** If any provision of this LLC Agreement or the application thereof to any individual or entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this LLC Agreement and the application of such provisions to other individuals or entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.8 **WAIVER.** No consent or waiver, express or implied, by any Member or Economic Interest Owner to or of any breach or default by any other Member or Economic Interest Owner in the performance by such other Member or Economic Interest Owner of its obligations under this LLC Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member or Economic Interest Owner of the same or any other obligations hereunder. The failure on the part of any Member or Economic Interest Owner to complain of any act or failure to act of any of the other Members or Economic Interest Owners or to declare any of the other Members or Economic Interest Owners in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member or Economic Interest Owner of its rights under this LLC Agreement.

13.9 **EQUITABLE REMEDIES.** The rights and remedies of any of the Members or Economic Interest Owners hereunder shall not be mutually exclusive. Each of the Members and Economic Interest Owners confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this LLC Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of a Member or Economic Interest Owners aggrieved as against a party for a breach or threatened breach of any provision hereof; it being the intention hereof to make clear the agreement of the Members and Economic Interest Owners that the respective rights and obligations of the Members and Economic Interest Owners hereunder shall be enforceable in equity as well as at law or otherwise.

13.10 **ATTORNEY'S FEES.** In the event of a default by a Member or Economic Interest Owner under this LLC Agreement, the non-defaulting Members and Economic Interest Owners shall be entitled to recover all costs and expenses, including attorney's fees, incurred as a result of said default or in connection with the enforcement of this LLC Agreement.

13.11 **COUNTERPARTS.** This LLC Agreement may be executed in two (2) or more counterparts, all of which taken together shall constitute one (1) instrument.

13.12 **GENDER.** Whenever in this LLC Agreement, words, including pronouns, are used in masculine or neuter, they shall be read and construed in the masculine, feminine or neuter, as the case may be, wherever they would so apply, and wherever in this LLC Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

13.13 **SAVING CLAUSE.** In the event any provision of this LLC Agreement shall be, or shall be found to be, contrary to the Delaware Act, such provision shall be deemed amended so as to conform with such Act.

13.14 FURTHER DOCUMENTATION. Each of the parties hereto agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this LLC Agreement.

13.15 INCORPORATION OF RECITALS. The preamble and recitals to this LLC Agreement are hereby incorporated by reference and made an integral part hereof.

13.16 INDEMNIFICATION. The Company shall indemnify any Member, Manager or officer of the Company who was or is a party or is threatened to be made a party to any threatened, pending or completed action, arbitration, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such Member, Manager or officer is or was a Member, Manager or officer of the Company or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such action, arbitration, suit or proceeding, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Member, Manager or officer in connection with such action, arbitration, suit or proceeding, including any appeal thereof, if such Member, Manager or officer acted in good faith and in a manner such Member, Manager or officer reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Member's, Manager's or officer's conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Member, Manager, or officer shall have been adjudged to be liable for gross negligence or gross misconduct in the performance of such Member's, Manager's, or officer's duty to the Company unless and only to the extent that the court or arbitration in which the action, arbitration or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such Member, Manager, or officer is fairly and reasonably entitled to indemnity for such expenses which the court or arbitration shall deem proper. The termination of any action, arbitration, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Member, Manager or officer did not act in good faith and in a manner which such Member, Manager or officer reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Member's, Manager's or officer's conduct was unlawful.

IN WITNESS WHEREOF, the parties hereto have signed this LLC Agreement to be effective on the date first above written.

KLT TELECOM INC.,
a Missouri corporation

By: /s/R. G. Wasson
Name: R. G. Wasson
Title: President

COLIN DOBELL

/s/Colin Dobell
Colin Dobell

EXHIBIT A

LIMITED LIABILITY COMPANY AGREEMENT OF MUNICIPAL SOLUTIONS, LLC

NAME	Fair	Description Market Value of INITIAL CAPITAL CONTRIBUTION	Initial Percentage INTEREST	Initial Voting RIGHTS
KLT Telecom Inc. FEIN		\$2,000.00	67%	80%
Colin Dobell SSN:		\$ 500.00	33%	20%

CERTIFICATE OF FORMATION

OF

TELEMETRY SOLUTIONS, LLC

This Certificate of Formation of Telemetry Solutions, LLC (the "Company"), dated as of January 8, 1997, is being duly executed and filed by KLT Telecom Inc. as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 DEL. C. 18-101, et. seq.).

FIRST. Name. The name of the limited liability company formed hereby is Telemetry Solutions, LLC.

SECOND. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

IN WITNESS THEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

KLT Telecom Inc.
a Missouri corporation

/s/R. G. Wasson

Certificate of Amendment of Certificate of Formation

Of

TELEMETRY SOLUTIONS, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company" is TELEMETRY SOLUTIONS, LLC.
2. The certificate of formation of the limited liability company is hereby amended by striking out Article[s] Second and Third thereof and by substituting in lieu of said Article[s] the following new Article[s]:

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are The Prentice-Hall Corporation System, Inc., 1013 Centre Road, Wilmington, Delaware 19805.

Executed on 20, January, 1998.

/s/ Mark G. English

LIMITED LIABILITY COMPANY AGREEMENT

OF

TELEMETRY SOLUTIONS, LLC

January 9, 1997

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LIMITED LIABILITY COMPANY AGREEMENT

OF

TELEMETRY SOLUTIONS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT ("LLC Agreement"), is made and entered into to be effective as of the 9th day of January, 1997, by and between KLT Telecom Inc., a Missouri corporation ("KLT"), and Colin Dobell ("Dobell"), (KLT and Dobell each hereinafter referred to as a "Member").

WHEREAS, the Members have agreed to organize a limited liability company governed by the Delaware Limited Liability Company Act (the "Delaware Act");

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

THE LIMITED LIABILITY COMPANY

1.1 FORMATION OF LIMITED LIABILITY COMPANY. The Certificate of Formation of Telemetry Solutions, LLC (the "Company") was filed in the office of the Secretary of State of Delaware pursuant to the Delaware Act on January 9, 1997 and is hereby ratified by each of the Members.

All prior agreements concerning the subject matter of this LLC Agreement are canceled and shall have no further effect.

1.2 REGISTERED OFFICE AND AGENT. The address of the Company's registered office in the state of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801 or any other or additional place or places as the Members may determine from time to time, and the registered agent at such office is The Corporation Trust Company.

In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Management Committee shall promptly designate a replacement registered agent or registered office as the case may be, and make the appropriate filings with the secretary of state. If the Management Committee shall fail to designate a replacement registered agent or registered office, as the case may be, then any one Member may designate a replacement registered agent or registered office and make the appropriate filings in the Office of the Secretary of State of Delaware.

1.3 PURPOSE. The purpose and business of the Company shall be to invest in business ventures as selected by the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights from time to time and to provide marketing and management services to such ventures, including, without limitation, legal, tax and analytical support, and to do all other things which are reasonably incidental to the foregoing. The Company may transact any or all other lawful business for which a limited liability company may be organized under the Delaware Act upon the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights of the Company specifically authorizing any

such other lawful business.

1.4 PRINCIPAL PLACE OF BUSINESS. The principal place of business of the Company shall be 1201 Walnut, Kansas City, Missouri 64106, or at such other place or places within or without the State of Delaware as the Management Committee may designate from time to time.

1.5 PROPERTY. All assets, including real and personal property owned and held by the Company shall be owned by the Company in the name of the Company and no Member or Economic Interest Owner shall have any ownership interest in such property in its individual name or right. Each Member's or Economic Interest Owner's interest in the Company shall be personal property for all purposes. Any deed, bill of sale, mortgage, lease, contract of sale or other instrument purporting to convey or encumber any interest in the property of the Company shall be signed only as authorized by the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights.

1.6 PAYMENT OF INDIVIDUAL OBLIGATIONS. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for or in payment of any individual obligation of a Member or Economic Interest Owner.

ARTICLE 2

DEFINITIONS

2.1 DEFINITIONS. As used in this LLC Agreement:

(a) "ADJUSTED CAPITAL ACCOUNT BALANCE" means the balance (be it positive or negative) which would be obtained by adding to a Member's or Economic Interest Owner's Capital Account balance such Member's or Economic Interest Owner's share of the "Company Minimum Gain" and "Member Nonrecourse Debt Minimum Gain."

(b) "CAPITAL ACCOUNT" means, with respect to any Member or Economic Interest Owner, the Capital Account maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Member's or Economic Interest Owner's Capital Contributions, such Member's or Economic Interest Owner's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 7 hereof, and the amount of any Company liabilities assumed by such Member or Economic Interest Owner or which are secured by any Property distributed to such Member or Economic Interest Owner.

(ii) To each Member's or Economic Interest Owner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Property distributed to such Member or Economic Interest Owner pursuant to any provision of this LLC Agreement, such Member's or Economic Interest Owner's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 7 hereof, and the amount of any liabilities of such Member or Economic Interest Owner assumed by the Company or which are secured by any property contributed by such Member or Economic Interest Owner to the Company.

(iii) In the event any interest in the Company is transferred in accordance with the terms of this LLC Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv) In determining the amount of any liability for purposes of Sections 2.1(b)(i) and 2.1(b)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this LLC Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner

consistent with such Regulations. In the event the Management Committee shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or the Members and Economic Interest Owners), are computed in order to comply with such Regulations, such modification shall be made, provided that is not likely to have a material effect on the amounts distributable to any Member or Economic Interest Owner pursuant to Article 12 hereof upon the dissolution of the Company. Adjustments and modifications also shall be made as are necessary or appropriate (i) to maintain equality between the Capital Accounts of the Members and Economic Interest Owners and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) in the event unanticipated events might otherwise cause this LLC Agreement not to comply with Regulations Section 1.704-1(b).

(c) "CAPITAL CONTRIBUTION" or "CAPITAL CONTRIBUTIONS" means, with respect to any Member or Economic Interest Owner, the amount of money and the Gross Asset Value of any property (other than money) contributed to the Company with respect to the Percentage Interest held by such Member or Economic Interest Owner pursuant to the terms of this LLC Agreement. The initial Capital Contributions of the Members are set forth on EXHIBIT A hereto, which is incorporated herein by this reference.

(d) "CODE" shall mean the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(e) "COMPANY MINIMUM GAIN" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

(f) "DEPRECIATION" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such fiscal year, except that (i) with respect to any asset whose Gross Asset Value differs from its adjusted tax basis for federal tax purposes and which difference is being eliminated by use of the "remedial method" defined by Section 1.704-3(d) of the Regulations, Depreciation for such fiscal year shall be the amount of book basis recovered for such fiscal year under the rules prescribed by Section 1.704-3(d)(2) of the Regulations, and (ii) with respect to any other asset whose Gross Asset Value differs from its adjusted tax basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such fiscal year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Management Committee.

(g) "ECONOMIC INTEREST" shall mean the ownership interest of a Person in the Company's Net Profits, Net Losses and the distribution of Net Cash Flow and/or the Company's assets pursuant to this LLC Agreement and the Delaware Act, but shall not include any right to vote on, consent to or otherwise participate in any decision of the Members in the management of the Company.

(h) "ECONOMIC INTEREST OWNER" shall mean any Person who owns an Economic Interest, but is not a Member.

(i) "GROSS ASSET VALUE" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member or Economic Interest Owner to the Company shall be the gross fair market value of such asset, as determined by the contributing Member or

Economic Interest Owner and all of the remaining Members;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Management Committee, as of the following times: (A) the acquisition of an additional interest in the Company by any new or existing Member or Economic Interest Owner in exchange for more than a DE MINIMIS Capital Contribution; (B) the distribution by the Company to a Member or Economic Interest Owner of more than a DE MINIMIS amount of property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (A) and (B) above shall be made only if the Management Committee reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members and Economic Interest Owners in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member or Economic Interest Owner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Management Committee;

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Sections 2.1(f)(vi) and 7.3(e) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 2.1(i)(iv) to the extent the Management Committee determine that an adjustment pursuant to Section 2.1(i)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2.1(i)(iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2.1(i)(i), Section 2.1(i)(ii), or Section 2.1(i)(iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

(j) "INTERNAL RATE OF RETURN" has the meaning set forth in Section 8.1.

(k) "KLT LOAN" has the meaning set forth in Section 6.10.

(l) "KLT LOAN INTEREST" has the meaning set forth in Section 6.10.

(m) "MAJORITY IN INTEREST" shall mean more than fifty percent (50%) of the Voting Rights held by the Members determined, pursuant to an affirmative vote or consent of the Members with Voting Rights at the time the Majority in Interest provision applies.

(n) "MANAGEMENT COMMITTEE" shall mean the committee of the Company, appointed by the Members and established pursuant to Article 3 of this LLC Agreement.

(o) "MANAGER" shall mean Colin Dobell, or any replacement Manager appointed by the Management Committee pursuant to Section 3.13 hereof.

(p) "MEMBER" shall mean any person executing this LLC Agreement from time to time and as otherwise admitted as a member of the Company as provided in Section 11.1 of this LLC Agreement.

(q) "MEMBER NONRECOURSE DEBT" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

(r) "MEMBER NONRECOURSE DEBT MINIMUM GAIN" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(s) "MEMBER NONRECOURSE DEDUCTIONS" has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations.

(t) "NET CASH FLOW" shall mean, with respect to any period, the amount (if any) by which the Proceeds for such period exceed the Operating Costs for such period, all principal and interest payments on indebtedness of the Company, and all other sums paid to lenders.

(u) "NET PROFITS" and "NET LOSSES" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(u) shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this Section 2.1(u) shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(i)(ii) or Section 2.1(i)(iii) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits or Net Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with Section 2.1(f) hereof;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's or Economic Interest Owner's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(vii) Notwithstanding any other provision of this Section 2.1(u), any items which are specially allocated pursuant to Section 7 hereof shall not be taken into account in computing Net Profits or Net Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 7 hereof shall be determined by applying rules analogous to those set forth in Sections 2.1(i)(i) through 2.1(i)(vi) above.

(v) "NONRECOURSE DEDUCTIONS" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(w) "NONRECOURSE LIABILITY" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(x) "OPERATING COSTS" shall mean, with respect to any period, all cash expenditures incurred incident to the normal operation of the Company's business and any amounts determined by the Management Committee, from time to time, to be reasonably necessary to provide a reserve for the operations, expenses, debt payments, capital improvements, and contingencies of the Company.

(y) "PERCENTAGE INTEREST" shall mean, with respect to any Member or Economic Interest Owner, such Person's percentage interest of the Economic Interests in the Company as adjusted from time to time: (i) pursuant to this LLC Agreement; or (ii) as a result of any Transfer (as defined in Section 10.1 below) by a Member or Economic Interest Owner of all or a portion of its Economic Interest. The initial Percentage Interests of the Members are as designated in Section 6.1 of this LLC Agreement.

(z) "PERSON" shall include any individual, trust, estate, corporation, partnership, limited liability company, association or other entity.

(aa) "PROCEEDS" shall mean, with respect to any period, gross receipts received by the Company from all sources during such period, including, without limitation, all sales, other dispositions, and refinancings of the Company's property, but does not include Capital Contributions as provided for in Article 6 of this LLC Agreement or the proceeds of any KLT Loans to the Company as provided for in Section 6.10 of this LLC Agreement.

(bb) "REGULATIONS" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

(cc) "RESIDUAL CAPITAL ACCOUNT BALANCE" means the excess (if any) of the amount of a Member's or Economic Interest Owner's positive Adjusted Capital Account Balance over the amount of such Member's or Economic Interest Owner's Preference Contributions Account balance.

(dd) "VOTING RIGHTS" shall mean, with respect to any Member, such Person's percentage interest in the voting rights in the Company, as may be adjusted from time to time pursuant to this LLC Agreement. The initial Voting Rights of the Members are as set forth in EXHIBIT A attached to this LLC Agreement.

ARTICLE 3

MANAGEMENT

3.1 MANAGEMENT COMMITTEE. The business and affairs of the Company shall be managed by a Management Committee which, subject to the provisions of this LLC Agreement, shall have the power and authority to take, or cause to be taken, any and all actions necessary as advisable to carry out its duties as described in this LLC Agreement.

The Management Committee shall consist of three (3) representatives, two (2) of whom shall be appointed by KLT and one (1) of whom shall be appointed by Dobell. In the event of the resignation or death of a representative, the vacancy shall be promptly filled by a nominee of the Member who appointed the departing representative. The appointment of each representative on the Management Committee subsequent to the initial representatives named this Section 3.1 shall be evidenced by an appointment, and acceptance of appointment, in a writing delivered to the Company by the Member entitled to appoint such representative. Each representative will serve on the Management Committee at the pleasure of the

Member appointing him or her. The first Management Committee shall consist of R.G. Wasson and M.G. English (appointed by KLT) and Colin Dobell (appointed by Dobell).

If Dobell transfers any part of his Economic Interest but retains his Voting Rights, then he shall retain his rights to appoint a representative to the Management Committee as provided in this Section 3.1. If either KLT or Dobell transfer all of their Economic Interests and the transferee thereof is admitted as a Member of the Company as provided in Section 11.1 of this LLC Agreement, then the transferee of such Economic Interest shall succeed to such Member's rights to appoint representatives to the Management Committee as provided in this Section 3.1. If either KLT or Dobell shall relinquish their Voting Rights pursuant to the terms of this LLC Agreement, then the other Member shall have the right to exercise such relinquishing Member's Rights to appoint representatives to the Management Committee until such Voting Rights are restored, as the case may be.

3.2 CHAIRMAN, VICE-CHAIRMAN AND OTHER OFFICERS. A representative on the Management Committee appointed and so designated by KLT will serve as the Chairman of the Management Committee, and a representative appointed and so designated by Dobell will serve as the Vice-Chairman of the Management Committee. The Company shall have such other officers as may be appointed by the Management Committee, or in the absence of such appointment, as designated by the Chairman of the Management Committee.

R.G. Wasson will serve as the initial Chairman, and Colin Dobell as the initial Vice-Chairman. The Chairman of the Management Committee shall preside at all meetings of the Management Committee, and shall have such other duties and responsibilities as may be assigned by the Management Committee from time to time. The Vice-Chairman of the Management Committee, in the absence or inability of the Chairman to act, shall preside in the Chairman's place at all meetings of the Management Committee. The Vice-Chairman shall have such other duties and responsibilities as may be assigned by the Management Committee .

3.3 MEETINGS. Meetings of the Management Committee may be called by either the Chairman or Vice-Chairman of the Management Committee by written notice designating the time and place of the meeting sent to each representative not fewer than five (5) nor more than ten (10) days before the date of the meeting to the address of the Member appointing such representative. If no place is designated, then the meeting shall be held at the Company's principal place of business. If all of the representatives to the Management Committee meet at any time and place, the meeting shall be valid without call or notice and any lawful action may be taken at such meeting.

3.4 QUORUM. The presence of at least one (1) representative appointed each by KLT and by Dobell at a duly called meeting shall constitute a quorum at any meeting of the Management Committee.

3.5 VOTING. The respective representatives of KLT and Dobell to the Management Committee each shall possess a percentage of all of the voting rights of the Management Committee in proportion to the Voting Rights held by the Member which appointed them, each such Member's Management Committee voting rights which may be exercised by any one representative appointed by such Member as agreed upon among such Member's representatives. If a quorum is present, the affirmative vote of fifty-one percent (51%) or more of the voting rights of the Management Committee shall be the act of the Management Committee.

3.6 ACTION WITHOUT A MEETING. Any action which is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the actions so taken, is signed by each of the representatives to the Management Committee and filed with the Company.

3.7 TELEPHONE MEETINGS. Representatives of the Management Committee may participate in a meeting of the Management Committee by means of conference telephone or other similar communication equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner constitutes presence in person at the meeting.

3.8 WAIVER OF NOTICE. Whenever any notice is required to be given to any representative to the Management Committee, a waiver of the notice in writing signed by the person entitled to the notice, whether

before, at or after the time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company's records, shall be deemed equivalent to the giving of such notice.

3.9 SALARY AND EXPENSES. Representatives serving on the Management Committee, as such, shall not receive any stated salary for their services, but by resolution of the Management Committee may receive expenses of attendance at each meeting of the Management Committee.

3.10 OPERATING BUDGETS. No later than sixty (60) days prior to the end of the then current fiscal year, and thirty (30) days prior to the end of each quarter, the Management Committee shall prepare and adopt annual and quarterly operating budgets for the Company which shall be submitted for approval by the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights. Upon such approval, no action or failure to act which would constitute a material change from any item in an approved annual or quarterly budget shall be made or caused by the Company without the prior affirmative unanimous vote or unanimous consent of all of the Members with Voting Rights. Each annual and quarterly budget shall include the following:

(a) A narrative description of any activities proposed to be undertaken during the period subject of such budget;

(b) A projected annual income statement (accrual basis) for such period;

(c) A projected balance sheet as of the end of the period;

(d) A schedule of projected cash flow (including itemized operating revenues, costs, and expenses) for such period; and

(e) A description of any proposed investments in business ventures, including projected dates for commencement and completion of such investments, as well as the description of the additional loans required by the Company from KLT to undertake and fund the initial twenty-four (24) months of operations of such ventures, and any other contemplated or existing financing activities for such period.

3.11 LIMITATION ON POWERS OF MANAGEMENT COMMITTEE. Notwithstanding any other such provisions of this LLC Agreement, neither the Management Committee nor the Manager without the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights, or such lesser vote or consent as otherwise provided in this LLC Agreement, may:

(a) Amend this LLC Agreement or the Certificate of Formation of the Company;

(b) Take any action or fail to take any action in contravention of this LLC Agreement;

(c) Admit any substitute or additional Members except as provided in Article 11 of this LLC Agreement;

(d) Modify a Member's or Economic Interest Owner's obligation to make a Capital Contribution;

(e) Merge or consolidate or agree to merge or consolidate the Company with or into any other entity;

(f) Sell, exchange, lease, mortgage, pledge or otherwise dispose of all or substantially all of the property of the Company in a single transaction or series of related transactions which in aggregate exceed one hundred thousand dollars (\$100,000);

(g) Approve any non-budgeted expenditure in an amount in excess of one hundred thousand dollars (\$100,000);

(h) Assume, incur or guarantee or become liable for any indebtedness or borrowed money on behalf of the Company in excess of one hundred thousand dollars (\$100,000) in the aggregate outstanding at any time;

(i) Make or cause the Company to become a party to any contract or commitment or renew, extend or amend or modify any contract or commitment, unless such contract or commitment is entered into in the ordinary course of business;

(j) Invest in or acquire any interest in any business enterprise or venture;

(k) Make any distributions to the Members or Economic Interest Owners, except as otherwise provided for in this LLC Agreement; or

(l) Transact any business other than that which is consistent with the purpose and business of the Company as described in Section 1.3 above.

3.12 DUTIES OF MANAGER. The Manager shall be responsible for the management of the day to day business and affairs of the Company in accordance with the annual and quarterly budgets adopted by the Management Committee and as otherwise directed by the Management Committee from time to time. Any decision or act of the Manager within the scope of the Manager's authority granted hereunder shall control and bind the Company. The Manager shall discharge his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Manager reasonably believes to be in the best interests of the Company. The rights and duties of the Manager shall include, without limitation:

(a) Control of the operations of the Company;

(b) Carrying out and affecting all directions of the Management Committee;

(c) Providing for the accounting function for the Company;

(d) Applying for and obtaining all appropriate insurance coverage;

(e) Temporary investment of the Company's funds and short-term investments providing for appropriate safety of principal;

(f) Investigating additional sources of financing for the Company;

(g) Engaging in any kind of activity and performing and carrying out all contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes and business of the Company, so long as said activities and contracts are in the ordinary course of business; and

(h) Negotiate, execute and perform all agreements, and exercise all rights and remedies of the Company in connection with the foregoing.

3.13 REMOVAL OR RESIGNATION OF MANAGER. In the event representatives to the Management Committee possessing fifty-one percent (51%) or more of the voting rights of the Management Committee are at any time, or from time to time, dissatisfied with the Manager's performance under this Agreement (regardless of whether such dissatisfaction shall constitute legal "cause" for termination), such representatives shall have the right to remove such Manager. A Person who has been removed as Manager shall continue to be a Member or Economic Interest Owner for all other purposes of this Agreement, if the Manager is also a Member or Economic Interest Owner in the Company.

A Manager of the Company may resign at any time by giving sixty (60) days advance written notice to each of the representatives to the Management Committee.

The resignation of a Manager shall take effect sixty (60) days from the date of the notice or at such later time as shall be specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

The resignation of a Manager who is also a Member or Economic Interest Owner shall not affect the Manager's rights as a Member or Economic Interest Owner and shall not constitute a withdrawal of the Member or Economic Interest Owner from the Company.

Any vacancy created in the Manager position by the removal or resignation of a Manager shall be filled by the unanimous affirmative vote of all of the representatives to the Management Committee at a duly called and held meeting of the Management Committee.

3.14 COMPENSATION OF MANAGER. The compensation of the Manager shall be fixed from time to time by the Management Committee, and no Manager shall be prevented from receiving any such compensation because the Manager is also a Member or Economic Interest Owner of the

Company.

3.15 RESTRICTIONS ON THE MEMBERS. No Member or Economic Interest Owner individually shall have the authority to do any binding act on behalf of the Company without the approval of the Members as provided in this LLC Agreement.

3.16 MEMBERS' OBLIGATION TO APPROVE ALTERNATIVE FUNDING TO KLT LOANS. If the Manager identifies one or more sources of debt financing which, in the reasonable opinion of the Members with Voting Rights, is less costly to the Company and otherwise meets its funding objectives at least as well as the KLT Loans, the Members shall vote or otherwise approve such debt financing and cause the Company to use the proceeds to repay the outstanding KLT Loans and accrued but unpaid KLT Loan Interest.

ARTICLE 4

RIGHTS AND OBLIGATIONS OF MEMBERS

4.1 LIMITATION OF LIABILITY. Each Member's and Economic Interest Owner's liability shall be limited as set forth in this LLC Agreement, the Delaware Act and other applicable law.

4.2 COMPANY LIABILITIES. A Member or Economic Interest Owner will not be personally liable for any debts or losses of the Company beyond the Member's or Economic Interest Owner's respective capital contributions and any obligation of the Members and Economic Interest Owners to make Capital Contributions, except as required by law.

4.3 PRIORITY AND RETURN OF CAPITAL. Except as otherwise expressly provided in this LLC Agreement, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either for the return of Capital Contributions or for Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

4.4 LIABILITY OF A MEMBER OR ECONOMIC INTEREST OWNER TO THE COMPANY. A Member or Economic Interest Owner who rightfully receives a return in whole or in part of its Capital Contribution is liable to the Company only to the extent now or hereafter provided by the Delaware Act.

4.5 INDEPENDENT ACTIVITIES. Except as may otherwise be agreed upon in writing between the Company and a Member or Economic Interest Owner, each Member or Economic Interest Owner shall be required to devote only such time to the affairs of the Company as such Member or Economic Interest Owner determines in its sole discretion, and each such Member or Economic Interest Owner shall be free to serve any other Person in any capacity that it may deem appropriate in its discretion; provided, however that no Member or Economic Interest Owner shall either directly or indirectly engage in any activities which in any way concern or are related to the license, sale, provision, use or marketing of products, services or activities which are licensed, sold, provided, used or marketed by the Company, or which activities otherwise are competitive with the Company, without first acquiring the written approval of each of the representatives of Management Committee not appointed by the Member or Economic Interest Owner requesting or requiring such approval.

ARTICLE 5

MEETINGS OF MEMBERS

5.1 ANNUAL MEETING. The annual meeting of the Members shall be held on the second Tuesday in April or at such other time as shall be determined by the Members for the purpose of the transaction of such business as may come before the meeting.

5.2 SPECIAL MEETINGS. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member or Members holding at least one-fifth (1/5) of all Voting Rights held by the Members.

5.3 PLACE OF MEETINGS. The Members may designate any place, either within or outside the state of Delaware, as the place of meeting for any meetings of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

5.4 NOTICE OF MEETINGS. Except as provided in Section 5.5 below, for any annual meeting held at such time as provided in Section 5.1 above, and for all special meetings, written notice stating the place, day, and hours of the meeting and the purpose or purposes for which the meeting is called shall be delivered not fewer than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Members calling the meeting, to each Member entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, addressed to the Member at the Member's address as it appears on the books of the Company, with postage thereon prepaid.

5.5 MEETING OF ALL MEMBERS. If all of the Members shall meet at any time and place, either within or outside of the state of Delaware, and consent to the holding of a meeting at that time and place, the meeting shall be valid without call or notice, and at the meeting lawful action may be taken.

5.6 RECORD DATE. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjourned meeting, the date on which notice of the meeting is mailed shall be the record date for the determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, the determination shall apply to any adjourned meeting.

5.7 QUORUM. Members holding at least two-thirds (b) of the Voting Rights held by the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, the Members holding all of the Voting Rights so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At any adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.8 VOTING. If a quorum is present, the affirmative vote of the Members holding a Majority in Interest shall be the act of the Members, unless the vote of a greater proportion or number is required by this LLC Agreement, the Company's Certificate of Formation or the Delaware Act. Unless otherwise expressly provided in this LLC Agreement or required under applicable law, Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent, their Voting Rights shall be counted in the determination of whether the requisite matter was approved by the Members.

5.9 PROXIES. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or a duly authorized attorney-in-fact. The proxy shall be delivered to any one (1) or more of the remaining Members before or at the time of the meeting. No proxy shall be valid after three (3) years from the date of its execution, unless otherwise provided in the proxy.

5.10 ACTION BY MEMBERS WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more counterparts of a written consent describing the action taken and signed by each Member entitled to vote, which consent shall be included in the minutes or filed with the Company records. Action taken under this Section is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

5.11 WAIVER OF NOTICE. When any notice is required to be given to any Member, a waiver of the notice in writing signed by the person entitled to the notice, whether before, at, or after the given time stated therein, and delivered to the Company for inclusion in the minutes or filing with the Company records, shall be equivalent to the giving of the notice. A Member's attendance at any meeting shall constitute a waiver: (i) to lack of notice or defective notice of the meeting,

unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and (ii) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless such person objects to considering the matter when it is presented.

5.12 CHAIRPERSON OF MEETING; DESIGNATION OF AUTHORIZED REPRESENTATIVES. Each meeting of Members shall be conducted by the Manager or such other Person as the Manager may appoint pursuant such rules for the conduct of the meeting as the Manager or such other Person deems appropriate. Each Member shall designate to the Manager, in writing, one (1) authorized representative of the Member who will vote or consent on all matters under this LLC Agreement for such Member. Such designation will continue until revoked in writing.

Within thirty (30) days of the execution of this Agreement, the Members shall designate their initial authorized representative.

ARTICLE 6

CAPITAL CONTRIBUTIONS

6.1 INITIAL CAPITAL CONTRIBUTIONS. A Capital Account shall be maintained for each Member as provided in Section 2.1(b) above, which shall include the initial Capital Contribution of each Member as set forth on EXHIBIT A. The initial Percentage Interest of each Member shall be as also set forth in EXHIBIT A. No Member shall have any interest or rights in the capital contributed by any other Member.

6.2 INCREASE IN COMPANY CAPITAL. The Members and Economic Interest Owners recognize that the Company may require additional capital from time to time in order to accomplish the purposes and the business for which the Company is formed. If all of the Members with Voting Rights by an affirmative and unanimous vote or unanimous consent determine in good faith that additional Capital Contributions are necessary for the operation of the Company, each Member and Economic Interest Owner shall, within thirty (30) days of such vote or consent, contribute their respective share of the additional contribution to the capital of the Company as determined pursuant to such unanimous affirmative vote or unanimous consent, which share shall be determined on a pro rata basis with reference to the relationship of each respective Member's or Economic Interest Owner's Percentage Interest to the total of the Percentage Interests of all of the Members and Economic Interest Owners. The Manager shall make such determination and provide notice to each Member and Economic Interest Owner within ten (10) days of such vote or consent of the call for such additional contribution, the amount to be contributed by such Person, and the date which such contribution is due. Unless otherwise agreed to by the affirmative vote or consent of a Majority in Interest, all such additional Capital Contributions shall be made in cash. No voluntary contributions to capital shall be made by any Member or Economic Interest Owner absent the affirmative vote or consent of a Majority in Interest.

A Member who, as provided for under this LLC Agreement, has transferred any portion of its Economic Interest but has retained any Voting Rights shall be jointly and severally responsible together with the Person to whom such Economic Interest was transferred for any additional Capital Contributions to be made with respect to such Economic Interest under this Section 6.2 and, if such additional contribution is not made, shall be deemed a Non-Contributing Person as provided for in Section 6.3 below for all purposes, including without limitation, determining a relinquishment of Voting Rights.

6.3 FAILURE TO CONTRIBUTE.

(a) If any Member or Economic Interest Owner (a "Non-Contributing Person") fails to contribute its portion of the amount of the additional Capital Contribution called by the Members in accordance with Section 6.2 above, then the following shall occur: (i) the Company shall have the right to obtain the additional Capital Contribution not made by the Non-Contributing Person from the other Members and Economic Interest Owners; (ii) the Non-Contributing Person shall relinquish all of its Voting Rights, if any, unless and until it has made its Cure Contribution (as defined below) in full; and (iii) the Company and the other Members and Economic Interest Owners shall have all other rights set forth in this Section 6.3.

Thereupon, the other Members and Economic

Interest Owners shall have the right, but not the obligation, to contribute on a pro rata basis determined with reference to the relationship of each respective other Member's or Economic Interest Owner's Percentage Interest to the total Percentage Interests of all of such other Members and Economic Interest Owners, unless a different allocation is agreed upon among them, any portion of the additional Capital Contribution not contributed by the Non-Contributing Person, and each such Member or Economic Interest Owner shall deliver to the Company such amount not later than ten (10) days following the expiration of the thirty (30) day period referenced above. All such Capital Contributions made by Members and Economic Interest Owners pursuant to this Section 6.3, shall be credited to the Capital Account of the Member or Economic Interest Owner making the Capital Contribution.

A Member or Economic Interest Holder who was not a Non-Contributing Person with respect to any such capital call shall not be deemed a Non-Contributing Person (and shall not relinquish any Voting Rights) by reason of such Member or Economic Interest Owner choosing not to participate in additional contributions to make up for the share not contributed by the Non-Contributing Person; provided, however, that if the Members or Economic Interest Owners which elect to contribute the funds not contributed by the Non-Contributing Person do not contribute the entire amount of such funds not contributed by the Non-Contributing Person, then the Members may initiate a new capital call on all of the Members and Economic Interest Owners pursuant to the terms of Section 6.2 above for the additional capital required by the Company, and any Member or Economic Interest Owner who fails to fund its share of that new capital call (in accordance with its Percentage Interest) shall be deemed a Non-Contributing Person with respect to such new capital call for purposes hereof.

(b) For purposes hereof, in the event of a capital call in which there is at least one Non-Contributing Person, all of the Capital Contributions made by Members or Economic Interest Owners pursuant to such capital call (including their initial shares of the capital call and any additional capital contributed by reason of the failure of a Non-Contributing Person to make a Capital Contribution) shall be deemed "Preference Contributions." A "Preference Contribution Account," which shall be a memorandum account, shall be maintained for each Member and Economic Interest Owner. Each Member's and Economic Interest Owner's Preference Contribution Account shall have an initial balance of zero and be increased by (i) an amount equal to one hundred twenty-five percent (125%) of each Preference Contribution made by such Member or Economic Interest Owner (as of the time of such Preference Contribution) and (ii) an amount equal to a return on the balance of such Preference Contribution Account balance, from time to time, at the rate of fifteen percent (15%) per annum (the daily portion of which shall be deemed added to the Preference Contribution Account on a daily basis); and decreased (but not below zero) by each distribution made to such Member or Economic Interest Owner pursuant to Sections 6.3(c), 8.1 or 12.7(d) hereof (in each case, as of the time of such distribution).

(c) A Non-Contributing Person shall have the right, at any time, to cure its failure in the making of a required Capital Contribution by making a cash Capital Contribution ("Cure Contribution") to the Company in the amount ("Cure Contribution Amount") equal to one hundred twenty-five percent (125%) of each amount of additional Capital Contribution which it has failed to make plus, in each case, an amount equal to a return from the date of such failure at fifteen percent (15%) per annum on the amount of the balance of each Member's and Economic Interest Owner's Preference Contribution Account balance attributable to the required Capital Contribution being cured. Upon its receipt of the Cure Contribution, the Company shall immediately distribute that portion of the Cure Contribution among the Members and Economic Interest Owners in such relative amounts as are necessary in order to cause the balances of the Preference Contribution Accounts of the Members and Economic Interest Owners to be in, or as close as possible to, the same ratio as their relative

Percentage Interests. For purposes hereof, a Cure Contribution shall be treated as a "Preference Contribution" by the Non-Contributing Person. Only the amount of the required Capital Contribution (and not the amount of the Preference Contribution) shall be credited to the Capital Account of the Non-Contributing Person.

(d) None of the terms, covenants, obligations or rights contained in Section 6.2 and this Section 6.3 are or shall be deemed to be for the benefit of any Person or entity other than the Members, Economic Interest Owners, and the Company, and no such third person shall under any circumstances have any right to compel any actions or payments by the Members or Economic Interest Owners.

(e) Any material breach or violation by a Member (including a Member possessing only Voting Rights as provided for under this LLC Agreement) or Economic Interest Owner of any warranty, representation, covenant, or indemnification obligation contained in this LLC Agreement will result in such Member or Economic Interest Owner being deemed a Non-Contributing Person by reason of a failure to make an additional Capital Contribution in the amount of the damages incurred by the Company by reason of such breach or violation. If the deemed Non-Contributing Person fails to cure such breach or violation to the satisfaction of the Management Committee within thirty (30) days after its receipt of notice of such breach or violation from the Management Committee, the deemed Non-Contributing Person shall relinquish all Voting Rights, and the Preference Contribution Accounts of the remaining Members and Economic Interest Owners will be increased (on a pro rata basis with reference to the relationship of each respective Member's or Economic Interest Owner's Percentage Interest to the total of all such Members and Economic Interest Owner's Percentage Interests) by (i) an amount equal to one hundred twenty-five percent (125%) of such damages as determined by the Management Committee; and (ii) an amount equal to a return thereon at the rate of fifteen percent (15%) per annum (the daily portion of which shall be deemed added to the Preference Contribution Account on a daily basis). Thereafter, the deemed Non-Contributing Person may cure such breach or violation by making a Cure Contribution, the amount and disposition of which shall be governed by Section 6.3 (c) above; provided, however, that should it ultimately be determined by the affirmative vote or consent of a Majority in Interest or by a court of competent jurisdiction that any such damages were not attributable to a breach or violation of this LLC Agreement by such deemed Non-Contributing Person, such deemed Non-Contributing Person shall immediately be reinvested with any and all Voting Rights lost on account the operation of this subparagraph (e) and any economic consequences of the tentative operation of this subparagraph (e) on the Non-Contributing Person (such as a loss of distributions or payment by such Non-Contributing Person of any Cure Contribution or other payment in respect of such alleged breach or violation) shall be properly reversed.

6.4 CAPITAL ACCOUNTS OF MEMBERS. The amount of any additional Capital Contribution made by any Member or Economic Interest Owner shall be added to the Capital Account of such contributing Member or Economic Interest Owner as of the date of expiration of the thirty (30) day periods and/or ten (10) day period, as the case may be, set out in Sections 6.2 and 6.3 (a) above. Any increase in a Member's or Economic Interest Owner's Preference Contribution Account pursuant to Section 6.3(e) shall not be added to such Member's or Economic Interest Owner's Capital Account.

6.5 ADJUSTMENT OF PERCENTAGE INTERESTS. If additional Capital Contributions are made in accordance with Sections 6.2 and 6.3 above, or in conjunction with the admission of a new Member pursuant to Article 11 of this LLC Agreement, the Percentage Interests of each Member and Economic Interest Owner shall be adjusted to reflect such additional contributions in accordance with the following formula:

(a) Each Member's and Economic Interest Owner's Percentage Interest shall be adjusted to the same ratio as the Member's or Economic Interest Owner's total Capital Contribution (initial Capital Contribution plus additional Capital Contributions)

bears to the total Capital Contributions of all the Members and Economic Interest Owners as of the adjustment date. The adjustment date shall be the date of the expiration of the thirty (30) day period and/or ten (10) day period, as the case may be, set out in Sections 6.2 and 6.3 (a) above or the date a new Member is admitted, as the case may be.

(b) This Percentage Interest adjustment shall be made after every additional Capital Contribution, whether such additional Capital Contribution is the result of the admission of a new Member or a call for additional contributions.

In the event that there is any transfer in whole or in part, of a Member's or Economic Interest Owner's Percentage Interest in the Company, then the transferee of such Member or Economic Interest Owner shall stand in the same position as the Member or Economic Interest Owner whose interest they have acquired, unless all of the Members have agreed otherwise.

6.6 INTEREST AND OTHER AMOUNTS. No Member or Economic Interest Owner shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account or for services rendered to or on behalf of the Company or otherwise in its capacity as a Member or Economic Interest Owner, except as otherwise provided in this LLC Agreement or other agreement approved and ratified by all of the Members between the Company and such Member or Economic Interest Owner.

6.7 AMENDMENT OF DOCUMENTS. Except as provided above or pursuant to a Member's or Economic Interest Owner's acquisition of an additional Economic Interest as permitted under this LLC Agreement, any adjustments in Percentage Interests and/or Voting Rights shall be effectuated by amending this LLC Agreement and the execution and filing of any other documents required by the Delaware Act.

6.8 LOANS OF MEMBERS. A Member or Economic Interest Owner may loan cash or other property to the Company, should additional funds be required, upon such terms as all of the Members with Voting Rights shall agree by an affirmative and unanimous vote or consent. Loans by any Member or Economic Interest Owner to the Company shall not be considered as contributions to the capital of the Company. Except as otherwise provided in this LLC Agreement, none of the Members or Economic Interest Owners shall be obligated to make any loan or advance to the Company.

6.9 WITHDRAWAL OF CAPITAL CONTRIBUTION. Except as otherwise provided in this LLC Agreement, the unanimous affirmative vote or unanimous consent of all of the Members with Voting Rights shall be required to modify, compromise or release the amount and/or character of a Member's or Economic Interest Owner's Capital Contribution, or any promise made by a Member as consideration for the acquisition of an interest in the Company. Under circumstances requiring the return of any Capital Contribution, no Member or Economic Interest Owner shall have the right to receive any property of the Company, other than cash, except as may be specifically provided herein.

6.10 KLT LOAN. KLT will make loans to the Company from time to time pursuant to this Agreement (each such loan a "KLT Loan").

The KLT Loans, which shall be drawn upon by the Company as needed from time to time, shall be in the principal amount of Nine Million dollars (\$9,000,000.00), shall bear interest at the prime rate as published by the WALL STREET JOURNAL plus three percent (3%) per annum on the principal balance outstanding from time to time which rate shall be adjusted monthly on the first day of each month (the "KLT Loan Interest"), and shall be evidenced by and subject to such other terms and conditions as set forth in a Promissory Note in the form attached hereto as EXHIBIT B. The accrued but unpaid KLT Loan Interest and principal balance of the KLT Loans shall be repaid from distributions of the Company's Net Cash Flow and/or distributions of the Company's assets, which such repayment shall be given priority over any such distributions to the Members or Economic Interest Owners on account of their contributions of capital to the Company.

If KLT fails to make a KLT Loan to the Company as required hereunder, then, until such time that it makes such loan: (i) KLT shall relinquish all Voting Rights, and any right to preferential distributions as described

in 8.1(c) below; and (ii) Dobell shall have the right and authority to enter into a purchase and sale agreement on behalf of KLT for the sale of KLT's Economic Interest and Voting Rights (which may be exercised only if the transferee is admitted as a Member as provided in this LLC Agreement); provided, however, that: (A) Dobell shall provide KLT not less than fifteen (15) days notice of its exercise of such right and authority; (B) KLT shall be provided an opportunity to cure such failure to make the KLT Loan within such fifteen (15) days; and (C) the purchase price paid to KLT upon the closing of such purchase and sale agreement shall be payable in cash and shall be an amount equal to or greater than the sum of (i) all Capital Contributions made by KLT, less any previous returns to KLT of its Capital Contributions, (ii) KLT's share of any undistributed Net Cash Flow, (iii) the outstanding balance of any KLT Loans, and (iv) any accrued but unpaid KLT Loan Interest.

Notwithstanding the foregoing, KLT shall not under any circumstances be required to fund a KLT Loan and it shall not relinquish any rights or subject its Economic Interest and Voting Rights to possible sale if, in KLT's reasonable opinion, it has determined that the operational and financial objectives of the Company (and/or its business ventures, as the case may be) as set forth in EXHIBIT C, attached hereto, as conditions precedent to such KLT Loan have not been met; PROVIDED, HOWEVER, that KLT shall be obligated to fund a KLT Loan for the purpose of the Company fulfilling its obligations under any severance agreement with a Company employee, irrespective of whether the objectives in EXHIBIT C have been met.

The KLT Loans shall be secured by a first priority lien granted by the Company upon all of its property pursuant to a Security Agreement in the form attached hereto as EXHIBIT D. If KLT so requests, the Company shall execute and deliver to KLT such further collateral documents as KLT may reasonably request from time to time to create and perfect the security interest contemplated by the Security Agreement.

SECTION 7

ALLOCATIONS

7.1 NET PROFITS. After giving effect to the special allocations set forth in this Article 7, Net Profits for any fiscal year shall be allocated among the Members and Economic Interest Owners as follows and in the following order of priority:

(a) First, to the Members and Economic Interest Owners with negative Adjusted Capital Account Balances (if any), in the ratio of such negative Adjusted Capital Account Balances, up to the amount necessary to restore all such Adjusted Capital Account Balances to zero;

(b) Next, to the Members and Economic Interest Owners with positive Preference Contributions Account balances, in the ratio of their respective Preference Contributions Account balances, up to the aggregate amount (if any) necessary so that each such Member or Economic Interest Owner will have a positive Adjusted Capital Account Balance in an amount which is not less than its Preference Contributions Account balance;

(c) Next, to the Members and Economic Interest Owners in the relative amounts, and up to the aggregate amount (if any), necessary so that the Residual Capital Account Balances of the Members and Economic Interest Owners will be in the ratio of their respective Percentage Interests; and

(d) Then, any additional Net Profits shall be allocated among the Members and Economic Interest Owners in proportion to their Percentage Interests.

7.2 NET LOSSES. Net Losses for any fiscal year shall be allocated among the Members and Economic Interest Owners as follows and in the following order of priority:

(a) First, to the Members and Economic Interest Owners, in the relative amounts, and up to the aggregate amount (if any), necessary so that their Residual Capital Account Balances (if any) will be in the ratio of their respective Percentage Interests;

(b) Next, to the Members and Economic Interest Owners, in the ratio of their Residual

Capital Account Balances, up to the aggregate amount (if any) necessary to reduce such Residual Capital Account Balances to zero;

(c Next, to the Members and Economic Interest Owners with positive Adjusted Capital Account Balances, up to the aggregate amount (if any) necessary to reduce such Adjusted Capital Account Balances to zero; and

(d Then, any remaining Losses shall be allocated among the Members and Economic Interest Owners in proportion to their Percentage Interests.

7.3 SPECIAL ALLOCATIONS. The following special allocations shall be made in the following order:

(a Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this Article 7, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member or Economic Interest Owner shall be specially allocated items of Company income and gain for such Fiscal year (and, if necessary, subsequent Fiscal years) in an amount equal to such Member's or Economic Interest Owner's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Economic Interest Owner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations.

This Section 7.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-1(f) of the Regulations and shall be interpreted consistently therewith.

(b Except as otherwise provided in Section 1.704-1(i)(4) of the Regulations, notwithstanding any other provision of this Article 7, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member or Economic Interest Owner who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's or Economic Interest Owner's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Economic Interest Owner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations.

This Section 7.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c Nonrecourse Deductions for any Fiscal year shall be specially allocated among the Members and Economic Interest Owners in proportion to their Percentage Interests.

(d Any Member Nonrecourse Deductions for any Fiscal year shall be specially allocated to the Member or Economic Interest Owner who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(e To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member or Economic Interest Owner in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such

basis) and such gain or loss shall be specially allocated to the Member or Economic Interest Owners in accordance with their interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members and Economic Interest Owners to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

7.4 OTHER ALLOCATION RULES.

(a The Members and Economic Interest Owners are aware of the income tax consequences of the allocations made by this Article 7 and hereby agree to be bound by the provisions of this Article 7 in reporting their shares of Company income and loss for income tax purposes.

(b For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by a Majority in Interest using any permissible method under Code Section 706 and the Regulations thereunder.

(c Solely for purposes of determining a Member's or Economic Interest Owner's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Regulations Section 1.752-3(a)(3), the Members' and Economic Interest Owners' interests in Company Net Profits are in proportion to their Percentage Interests.

(d To the extent permitted by Section 1.704-2(h)(3) of the Regulations, the Members shall endeavor not to treat distributions of Net Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt.

7.5 TAX ALLOCATIONS: CODE SECTION 704(C). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members and Economic Interest Owners so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 2.1(j)(i) hereof). The Members and Economic Interest Owners hereby agree that the "REMEDIAL ALLOCATION METHOD" described in Regulation Section 1.704-3(d) shall be used for allocating the disparity between the fair market value of a contributed asset and that asset's adjusted tax basis.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to Section 2.1(i)(ii) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder. The Members and Economic Interest Owners agree that the remedial allocation method described in Regulation Section 1.704-3(d) shall be used for allocating the disparity between the fair market value and adjusted tax basis.

Other than the mandatory use of the remedial allocation method as specified above in this Section 7.5, any elections or other decisions relating to such allocations shall be made by the Management Committee in any manner that reasonably reflects the purpose and intention of this LLC Agreement. Allocations pursuant to this Section 7.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provisions of this LLC Agreement.

ARTICLE 8

ACCOUNTING, DISTRIBUTIONS AND TAXES

8.1 DISTRIBUTION OF NET CASH FLOW. Within thirty (30) days after the close of each fiscal year and with the affirmative vote or consent of a Majority in Interest, or more frequently upon the unanimous affirmative vote or unanimous consent of all Members with Voting Rights (except for the distribution set forth in Section 8.1(a), which shall be made without the need for any vote), the Net Cash Flow of the Company shall be

distributed to the Members and Economic Interest Owners as follows:

(a) First, PRO RATA on a quarterly basis to the Members and Economic Interest Owners, in accordance with their respective Percentage Interests, an amount of Net Cash Flow sufficient for the Members and Economic Interest Owners to satisfy the aggregate federal, state and local tax liabilities of the Members and Economic Interest Owners incurred with respect to the taxable income of the Company during the preceding calendar quarter.

(b) Second, to KLT for repayment of any accrued but unpaid KLT Loan Interest and then for repayment of any outstanding principal balance of the KLT Loans;

(c) Third, to the Members and Economic Interest Owners with positive Preference Contribution Account balances in proportion to their respective Preference Contribution Accounts balances, up to the amount necessary to reduce all such Preference Contribution Account balances to zero;

(d) Fourth, to KLT until such distributions, together with all prior distributions of Net Cash Flow and/or of the Company's assets, including amounts distributed as repayments of KLT Loans, KLT Loan Interest and returns of KLT's Capital Contributions are such that KLT has received an Internal Rate of Return of twenty-five percent (25%) on all of its Capital Contributions and KLT Loans as such amounts are outstanding from time to time; and

(e) The balance, if any, to the Members and Economic Interest Owners in proportion to their Percentage Interests; provided, however, that the amount distributable to KLT under this Section 8.1(e) shall be credited by the amounts distributed to KLT pursuant to Section 8.1(d).

For purposes of this LLC Agreement, KLT's "Internal Rate of Return" shall be the pretax annualized percentage discount rate at which the present value of all of KLT's Capital Contributions and KLT Loans equal the present value of the sum of all distributions of Net Cash Flow and/or of the Company's assets, including amounts distributed as repayments of KLT Loans, KLT Loan Interest and returns of KLT's Capital Contributions. The determination of KLT's Internal Rate of Return shall be made by KLT at the end of each quarter of the Company's fiscal year, or more frequently if required to determine the rights and obligations of the parties under this LLC Agreement, and certified by KLT to the Manager.

Notwithstanding the foregoing, no distributions shall be made unless, after distribution is made, the assets of the Company are in excess of its liabilities, except amounts payable to Members or Economic Interest Owners on account of Capital Contributions.

8.2 ACCOUNTING. The fiscal and tax year of the Company shall be the calendar year. For tax purposes, the records of the Company shall be maintained on an accrual method of accounting. The books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company. Each Member shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Company, and a list of the names and addresses of all of the Members and Economic Interest Owners. Such right may be exercised through any agent of such Member. Each Member shall bear all expenses incurred in any examination made for its account.

As soon as reasonably practicable after the end of each calendar quarter, the Manager shall furnish each Member and Economic Interest Owner with an interim balance sheet, statement of profit and loss, and statement of cash receipts and disbursements of the Company, each prepared in accordance with generally accepted accounting principles and reviewed by the Company's independent certified public accountants. As soon as reasonably practicable after the end of each fiscal and tax year, the Manager shall furnish each Member and Economic Interest Owner with: (i) a balance sheet of the Company as of the last day of such fiscal or tax year, a statement of profit or loss of the Company for such year, and a statement of cash receipts and disbursements, each prepared in accordance with generally accepted accounting principles and reviewed by the

Company's independent certified public accountants; (ii) a statement showing the amounts allocated to or allocated against such Member and Economic Interest Owner pursuant to Article 7 of this LLC Agreement during or in respect of such year, and any items of income, deduction, credit, or loss allocated to them; and (iii) a copy of the federal income tax return of the Company.

8.3 TAX ELECTIONS. Upon the affirmative vote or consent of a Majority in Interest, the Tax Matters Member shall make any tax election for the Company allowed under the Internal Revenue Code of 1986, as amended, including, without limitation, elections to cause the basis of Company property to be adjusted for federal income tax purposes as provided by Section 734 and 743 of the Internal Revenue Code of 1986, as amended, pursuant to the transfer of an Economic Interest or the death of or distribution of property to a Member or Economic Interest Owner.

8.4 TAX MATTERS MEMBER. KLT is hereby designated as the Tax Matters Member of the Company pursuant to applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. If KLT ceases to be a Member, its status as Tax Matters Member shall cease, and a successor Tax Matters Member shall be as chosen by the affirmative vote or consent of a Majority in Interest.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 IN GENERAL. As of the date hereof, each Member (each a "Representing Party") makes each of the following representations and warranties applicable to such Member:

(a If such Representing Party is a corporation, partnership, trust, limited liability company, limited liability partnership or any other legal entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or formation and has the power and authority as an entity to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Representing Party is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such Representing Party has the power and authority as an entity to execute and deliver this LLC Agreement and to perform its obligations hereunder and the execution, delivery, and performance of this LLC Agreement has been duly authorized by all necessary actions of the Representing Party entity. This LLC Agreement constitutes the legal, valid, and binding obligation of such Representing Party.

(b Neither the execution, delivery, and performance of this LLC Agreement nor the consummation by such Representing Party of the transactions contemplated hereby (i) will conflict with, violate, or result in a breach of any of the terms, conditions, or provisions of any law, regulation, order, writ, injunction, decree, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator, applicable to such Representing Party, (ii) will conflict with, violate, result in a breach of, or constitute a default under any of the terms, conditions, or provisions of the articles of incorporation, bylaws, partnership agreement, certificate of formation, articles of organization, or other formation and operating documents of such Representing Party, or of any material agreement or instrument to which such Representing Party is a party or by which such Representing Party is or may be bound or to which any of its material properties or assets is subject, (iii) will conflict with, violate, result in a breach of, constitute a default under (whether with notice or lapse of time or both), accelerate or permit the acceleration of the performance required by, give to others any material interests or rights, or require any consent, authorization or approval under any indenture, mortgage, lease agreement, or instrument to which such Representing Party is a party or by which such Representing Party is or may be bound,

or (iv) will result in the creation or imposition of any lien upon any of the material properties or assets of such Representing Party.

(c Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by such Representing Party under this LLC Agreement or the consummation by such Representing Party of any transaction contemplated hereby has been completed, made or obtained on or before the effective date of this LLC Agreement.

(d There are no actions, suits, proceedings or investigations pending or, to the knowledge of such Representing Party, threatened against or affecting such Representing Party or any of their properties, assets, or businesses in any court or before or by any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined could) reasonably be expected to materially impair such Representing Party's ability to perform its obligations under this LLC Agreement or to have a material adverse effect on the consolidated financial condition of such Representing Party; and such Representing Party has not received any currently effective notice of any default, and such Representing Party is not in default, under any applicable order, writ, injunction, decree, permit, determination, or award of any court, any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair such Representing Party's ability to perform its obligations under this LLC Agreement or to have a material adverse effect on the consolidated financial condition of such Representing Party.

(e Such Member is acquiring its interest in the Company based upon its own investigation, and the exercise by such Member of its rights and the performance of its obligations under this LLC Agreement will be based upon its own investigation, analysis and expertise. Such Member's acquisition of its interest in the Company is being made for its own account for investment, and not with a view to the sale or distribution thereof.

ARTICLE 10

TRANSFERABILITY

10.1 GENERAL. Except as otherwise specifically provided in this LLC Agreement, neither a Member nor an Economic Interest Owner shall have the right without the unanimous affirmative vote or unanimous consent of all of the remaining Members with Voting Rights to sell, assign, encumber, pledge, hypothecate, transfer, exchange, distribute or otherwise transfer for consideration, gift, bequeath, distribute or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) (each such action a "Transfer") all or part of its interest in the Company.

The transfer of the Economic Interest of a Bankrupt Member or Economic Interest Owner shall be governed by Sections 12.4 and 12.5 below.

Notwithstanding the foregoing restriction, Dobell, with the prior written consent of KLT in each instance, may from time to time: (i) transfer all or a part of his Economic Interest, but not his Voting Rights, to his spouse or descendants or a custodian for his spouse or descendants or to a grantor trust described in Section 676 of the Code; or (ii) grant purchase options in his Economic Interest, but not his Voting Rights, to one or more managers or consultants employed or engaged by the Company or a business venture which the Company has invested in, upon such terms and conditions as he deems reasonable; provided, however, that each such option will provide that the option will lapse upon the manager's or consultant's termination of employment or engagement with the Company or such business venture, and that if the option is exercised Dobell and the transferee of his Economic Interest will comply with the terms of Section 10.2(c) below with respect to the Economic Interest transferred. If such terms are not complied with for any such transfer, Dobell shall relinquish all of his Voting Rights until such time that he cures such non-compliance to the reasonable satisfaction of the Manager. If Dobell

transfers an Economic Interest to or for the benefit of a spouse or descendants or to a grantor trust, or if an option granted to a manager or consultant is exercised, the Economic Interest so transferred will remain subject to KLT's rights as provided in Sections 10.3 and 10.5 below.

In the event Dobell transfers any part of his Economic Interest to or for the benefit of a spouse or descendants or to a grantor trust or grants any purchase options in compliance with the terms set forth above, whether or not exercised, except as otherwise provided in this LLC Agreement, Dobell shall retain all his Voting Rights.

Any purported Transfer of any interest in the Company in contravention of this LLC Agreement shall be null and void and of no force or effect.

10.2 RIGHT OF FIRST OFFER.

(a If a Member or Economic Interest Owner (collectively the "Selling Member") desires to sell all or any portion of its Economic Interest (excepting the transfer of the Economic Interest of a Bankrupt Member or Economic Interest Owner, which shall be governed by Sections 12.4 and 12.5 below), the Selling Member shall give written notification to the remaining Members, by certified mail or personal delivery, of its intention to so transfer such Economic Interest. The notice shall be accompanied by a description of the amount of the Selling Member's Economic Interest which it desires to sell or transfer, described as a percentage interest of all of the Economic Interests of the Company, and a cash price at which the Selling Member is willing to sell such portion of its Economic Interest. The Members which elect to exercise this right of first offer (the "Purchasing Members") shall have the right to purchase on a pro rata basis determined with reference to the relationship of each respective Purchasing Member's Percentage Interest to the total Percentage Interests of all of the Purchasing Members, unless a different allocation is agreed upon by such Members, all (but not less than all) of the Economic Interest proposed to be sold by the Selling Member by giving written notification to the Selling Member of their intention to do so within forty-five (45) days after receiving the Selling Member's written notice. The failure of the Purchasing Members to so notify the Selling Member of their desire to exercise this right of first offer within said forty-five (45) day period shall result in the termination of the right of first offer and the Selling Member shall be entitled to consummate the sale of its Economic Interest in the Company subject of such notice to any Person at any time within one hundred eighty (180) days after such forty-five (45) day period upon such terms as the Selling Member dictates and at a price which is not less than the cash price set forth in such notice. If the Selling Member fails to consummate a sale of its Economic Interest subject of such notice at or above stated cash price within such one hundred eighty (180) day period, then it must again comply with all of the terms and provisions of this Section 10.2 before transferring any portion of such Economic Interest.

(b If the Purchasing Members give written notice to the Selling Member of their desire to exercise a right of first offer as provided above, the Purchasing Members shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within sixty (60) days after the date of the Purchasing Members' notice of their exercise of the right of first offer. At the closing of such purchase, the Purchasing Members shall pay in cash or cash equivalents the entire purchase price for such Economic Interest.

(c In the event of the Transfer of a Selling Member's Economic Interest in the Company, and as a condition to recognizing the effectiveness and binding nature of any such Transfer, the Manager may require the Selling Member and the purchaser, donee or successor-in-interest of such Economic Interest, as the case may be, to execute, acknowledge, and deliver to the Manager such instruments of transfer, assignment, and assumption and such other certificates, representations, and documents, and to perform all the other acts that the Manager may deem necessary or desirable to:

(i) Constitute such purchaser, donee or successor-in-interest as an owner of an Economic Interest in the Company;

(ii) Confirm that the Person desiring to acquire an Economic Interest in the Company has accepted, assumed, and agreed to be subject and bound by all of the terms, obligations and conditions of this LLC Agreement, as the same may have been further amended;

(iii) Preserve the Company after the completion of such Transfer under the laws of each jurisdiction in which the Company is qualified, organized, or does business;

(iv) Maintain the status of the Company as a partnership for federal and state income tax purposes; and/or

(v) Assure compliance with any and all applicable state and federal laws including securities laws and regulations.

(d Any purchaser, donee or successor-in-interest of an Economic Interest shall be required to make additional Capital Contributions to the same extent as its predecessor in interest would have been required to make.

(e Any Transfer of an Economic Interest in the Company shall be deemed effective as of the last day of the calendar month in which all the requirements of this Article 10 are complied with. The Selling Member agrees, upon request of the Management Committee, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the Management Committee from time to time in connection with such Transfer.

(f The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, attorneys' fees and tax liabilities or loss of tax benefits) arising directly or indirectly from any transfer or purported transfer in violation of this Article 10.

(g If the Selling Member fails to comply with any of the terms and conditions set forth above, including, without limitation assignment of its Economic Interest to the Purchasing Members pursuant to their exercise of the right of first offer as provided above, then such Purchasing Members may enforce the Selling Member's obligation by an action for specific performance.

10.3 DOBELL PUT OPTION.

(a If after the fifth anniversary date of this LLC Agreement, Dobell desires to sell all of his Economic Interest (including the Economic Interests transferred by Dobell to permitted transferees under this Agreement), he shall have the option to submit to KLT a written notice setting forth his offer to sell for cash all of his Economic Interest and Voting Rights at a purchase price determined by multiplying the Fair Market Value of the Company (determined as provided in Section 10.3(e) below) by his Percentage Interest.

(b KLT shall by written notice to Dobell, within thirty (30) days of delivery of Dobell's offer, either accept Dobell's offer to sell all of his Economic Interest and Voting Rights to KLT, or alternatively elect to exercise KLT's option to sell all of KLT's Economic Interest and Voting Rights, together with those of Dobell (free of any options therein granted by Dobell) and any manager, descendant, custodian or trustee to which Dobell has transferred any part of his Economic Interest as provided for in Section 10.1 above, for a purchase price determined by multiplying the Fair Market Value of the Company multiplied by the Percentage Interests associated with such Economic Interests and Voting Rights so sold.

(c KLT shall make such an election by providing written notice of such election to Dobell within thirty (30) days of Dobell's delivery of his offer as provided in Section 10.3(a). If KLT elects to accept Dobell's offer, the closing date for KLT's purchase of Dobell's Economic Interest

and Voting Rights shall occur on the tenth (10th) business day following KLT's notice to Dobell of its election to accept his offer. At the closing, Dobell (and his permitted transferees, if any) shall execute, acknowledge and deliver to KLT such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that KLT deems necessary or desirable to transfer Dobell's (and his permitted transferees, if any) Economic Interest and Voting Rights to KLT, free and clear of all liens, claims and encumbrances, and KLT shall deliver to Dobell (and to his permitted transferees in accordance with their respective Economic Interests) payment in cash of the purchase price for his Economic Interest and Voting Rights.

(d) If KLT elects to exercise its option to sell all of the Economic Interests and Voting Rights of KLT, Dobell and Dobell's transferees, KLT shall have the authority to enter into a purchase and sale agreement on behalf of Dobell and his permitted transferees either for the sale of such Persons' Economic Interests and Voting Rights or for the sale of all of the properties and assets of the Company, for the Fair Market Value of the Company and upon such other terms and conditions as KLT deems appropriate, such agreement to be entered into not later than one hundred eighty (180) days after the date of KLT's notice to Dobell electing such option. If such agreement is not closed within two hundred seventy (270) days after the date of such notice, KLT shall be required to purchase Dobell's Economic Interest and Voting Rights pursuant to the Fair Market Value. If KLT sells all of such Economic Interests and Voting Rights or the assets and properties of the Company pursuant to this Section 10.3, then each of the Members and Economic Interest Owners will receive a portion of the sales proceeds, net of costs of sale, determined with reference to Section 12.7 below. Each Member and Economic Interest Owner agrees to execute, acknowledge and deliver such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that KLT deems necessary or desirable to transfer the Member's or Economic Interest Owner's Economic Interests and Voting Rights or provide for the sale by the Company of the Company's assets and properties, pursuant to this Section 10.3.

(e) For purposes of this Section 10.3 (and, if necessary, Sections 10.4 and 10.5), the "Fair Market Value" of the Company shall be the amount determined in good faith by Dobell and as stated in his written notice setting forth his offer to sell his Economic Interest and Voting Rights as provided in Section 10.3(a); provided, however, that if within thirty (30) days of Dobell's delivery of such offer, KLT provides notice to Dobell of its disagreement with such Fair Market Value, KLT and Dobell shall, prior to the expiration of such thirty (30) day period, agree upon a mutually acceptable Fair Market Value for purposes of this Section 10.3. If KLT and Dobell are unable to agree upon a fair market value within such period of time, the Fair Market Value shall be determined by an appraiser ("the "appraiser") agreed to by parties. If the parties cannot agree upon an appraiser, then KLT and Dobell each shall select one appraiser to perform a separate appraisal of the Company's fair market value. If the two appraisals differ by less than ten percent (10%) of the lower appraised value, the average of the two appraisals shall be used as the Fair Market Value. If the two appraisals differ by more than ten percent (10%), the two appraisers selected shall select a third appraiser, which third appraiser shall select one of the two previously prepared appraisals which he or she believes is closest to the actual fair market value of the Company, which amount shall thereafter constitute the Fair Market Value to be used in this Section 10.3. The costs of such appraisals shall be shared equally between the parties. Any time limitations imposed upon a party to make any election under this Section 10.3 shall be stayed during such determination.

10.4 CHANGE OF CONTROL.

(a) Notwithstanding anything to the contrary herein, if either: (i) a Person not a party to this Agreement acquires beneficial ownership of more than fifty percent (50%) of the outstanding shares of voting stock of Kansas City Power & Light

Company ("KCPL") with the ability to vote such beneficial ownership to direct the affairs of KCPL; or (ii) a majority of KCPL management's slate of candidates for directors of KCPL are not elected at any KCPL shareholder meeting called for such purpose; Dobell shall have the option to purchase, or cause to be purchased, for cash at the closing KLT's entire Economic Interest and Voting Rights.

Such option shall be exercised by Dobell's notice to KLT within nine (9) months following the completion of any such merger or acquisition of KCPL or election of directors, with the closing of such purchase to occur within sixty (60) days after date of such notice.

(b) The purchase price for KLT's Economic Interest and Voting Rights shall be an amount equal to the higher of:

(1) The Fair Market Value of the Company (determined in accordance with Section 10.3(e)) multiplied by KLT's Percentage Interest; and

(2) The sum of: (i) all Capital Contributions made by KLT to the Company, the accrued but unpaid KLT Loan Interest, the outstanding principal balance of the KLT Loans, and the amount of any Net Profits allocated to KLT's Capital Account; and (ii) an amount which shall allow KLT to receive an Internal Rate of Return (determined as provided in Section 8.1 above) of fifteen percent (15%) on all of its Capital Contributions and KLT Loans as such amounts are outstanding from time to time, if the closing as provided above occurs before the first anniversary date of this LLC Agreement.

If the closing as provided above occurs after the first anniversary date of this LLC Agreement, the purchase price shall be determined as so provided except so as to allow KLT to receive an Internal Rate of Return of twenty-five percent (25%) on all of its Capital Contributions and KLT Loans.

PROVIDED, HOWEVER, that until the second anniversary of this Agreement, subsection (b)(1), above, shall not be effective. At the closing, KLT shall execute, acknowledge and deliver to Dobell such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that Dobell deems necessary or desirable to transfer KLT's Economic Interest and Voting Rights to Dobell, free and clear of all liens, claims and encumbrances and Dobell shall deliver to KLT payment in cash of the purchase price for KLT's Economic Interest and Voting Rights as determined above. Dobell shall have the right to cause the incorporation of the Company (with stock in the corporation issued according to the relative Economic Interest owned by the Members and Economic Interest Owners) in conjunction with the closing of the purchase of KLT's Economic Interest and Voting Rights pursuant to this Section 10.4; provided, however, that such incorporation does not cause any material adverse tax consequences to KLT, such determination which shall be made by KLT in its sole and absolute discretion.

10.5 KLT'S OPTION TO PURCHASE.

(a) KLT and Dobell each acknowledge that on or after the effective date of this LLC Agreement, the Company and Dobell will enter into an employment agreement providing for the Company's employment of Dobell. If Dobell's employment with the Company is terminated for cause or by Dobell's voluntary act, pursuant to the terms of such employment agreement, then KLT shall have the option to purchase for cash all of Dobell's Economic Interest and Voting Rights and all of the Economic Interests (and Voting Rights, if any) of any permitted transferee to which Dobell has transferred any part of his Economic Interest as provided in Section 10.1 above.

(b) If KLT elects to exercise its option as provided in this Section 10.5, within thirty (30) days after the termination of Dobell's employment, KLT shall provide Dobell notice of such election, with a copy to each of his transferees, which shall set forth a cash purchase price for the Economic Interests and Voting Rights to be purchased determined by multiplying the fair market value of

the Company by the Percentage Interests to be purchased, and a date for closing such purchases which shall not be more than thirty (30) days after the date of such notice. If Dobell disagrees with the fair market value determined by KLT, then Dobell and KLT shall arrive at a mutually acceptable Fair Market Value as provided in Section 10.3(e) above.

(c At the closing, Dobell and each of his transferees shall execute, acknowledge and deliver to KLT such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and perform all other acts that KLT deems necessary or desirable to transfer his Economic Interest and Voting Rights, and his transferee's Economic Interests and Voting Rights, if any, to KLT free and clear of all liens, claims, options and encumbrances, and KLT shall deliver to Dobell and his transferees payment in cash of the purchase price for the Economic Interests and Voting Rights purchased.

10.6 TRANSFEREE NOT MEMBER IN ABSENCE OF CONSENT.

Notwithstanding anything contained in this LLC Agreement to the contrary, if all of the remaining Members with Voting Rights do not by unanimous affirmative vote or unanimous consent approve of the proposed Transfer of a Member's or Economic Interest Owner's Economic Interest in the Company to a transferee or donee who is not a Member immediately before the Transfer and the admission of such transferee as a Member as provided in Article 11 below, the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company, including, without limitation, any rights to appoint representatives to the Management Committee, or to become a Member. Subject to the satisfaction of the requirements of Section 10.2 above, the transferee or donee shall be merely an Economic Interest Owner. Furthermore, except as agreed upon by all of the remaining Members or as otherwise provided in this LLC Agreement or the Delaware Act, upon a Member's transfer of its entire Economic Interest, such Member's rights to participate in the management and affairs of the Company, including, without limitation, its Voting Rights, and any rights to appoint representatives to the Management Committee, shall cease.

ARTICLE 11

ADMISSION OF SUCCESSOR MEMBERS OR NEW MEMBERS

11.1 ADMISSION OF SUCCESSOR MEMBERS OR NEW MEMBERS.

A Person, including a transferee or donee of a Member or other Person owning an Economic Interest, shall be deemed admitted as a Member of the Company only upon the satisfactory completion of the following:

(a) All of the Members or remaining Members with Voting Rights, as the case may be, shall have consented to the admission of the Person as a Member of the Company and, in the case of a new Member, all of the Members with Voting Rights shall have consented to the amount and character of the proposed Capital Contribution of such new Member.

(b) The Person shall have accepted and agreed to be bound by the terms and provisions of this LLC Agreement and such other documents or instruments as the Management Committee may require.

(c) The Person shall have executed a counterpart of this LLC Agreement to evidence the consents and agreements above, and any changes in the Certificate of Formation of the Company and this LLC Agreement shall have been executed and filed as deemed necessary by the Management Committee.

(d) If the Person is a corporation, partnership, limited liability company, trust, association or other entity, the Person shall have provided the Management Committee with evidence satisfactory to counsel for the Company of its authority to become a Member under the terms and provisions of this LLC Agreement.

(e) If required by the Management Committee, counsel for the Company or a qualified counsel for the transferee or donee or new Member, which counsel shall have been approved of by the Members, shall have rendered an opinion to the Members that the admission of the Person as a Member is in conformity with the Delaware Act and that none of the actions in connection with the admission will

cause the termination or dissolution of the Company or will adversely affect its classification as a partnership for federal and state income tax purposes.

(f) The Person, as required by the Management Committee, shall have paid all reasonable legal fees of the Company and the Members and filing costs in connection with its admission as a Member.

11.2 FINANCIAL ADJUSTMENTS. No new Members shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Company may, at its option, at the time a Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations of loss, income, and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

ARTICLE 12

TERM. TERMINATION. AND DISTRIBUTION UPON LIQUIDATION

12.1 TERM. The term of the Company shall commence on the date the Certificate of Formation for the Company is filed in the Office of the Delaware Secretary of State in accordance with the Delaware Act and shall continue until December 31, 2046, unless earlier dissolved by the unanimous written consent of all of the Members with Voting Rights, or the provisions of the Certificate of Formation, this LLC Agreement or the Delaware Act.

12.2 WITHDRAWAL OF A MEMBER. A Member may withdraw, retire or resign from the Company at any time upon giving ninety (90) days prior written notice of such withdrawal to the remaining Members; provided, however, that absent the approval of such withdrawal by the affirmative vote or consent of a Majority in Interest of the remaining Members within such ninety (90) day notice period, such a withdrawal shall be deemed a breach of this LLC Agreement allowing the Company to recover from the withdrawing Member damages for such breach as reasonably determined by the remaining Members, including, without limitation, attorneys' fees, and offset such damages against the amounts otherwise distributable to the withdrawing Member.

Subject to the remaining provisions of this LLC Agreement, upon the withdrawal of a Member, the withdrawing Member shall be entitled to the fair market value of its Economic Interest, which amount shall be equal to the sum of the withdrawing Member's Percentage Interest of both (i) the Company's Net Profits or Net Losses for the year in which the withdrawal occurs through the date of the withdrawal (less any distributions of Net Cash Flow made to the withdrawing Member through the date of such withdrawal); and (ii) the value of the Company's assets, net of the Company's debts, liabilities and obligations; less any deficit balance in the withdrawing Member's Capital Account, such consideration which the Company shall pay in cash at the closing, which closing shall be within thirty (30) days of the date such purchase price is determined at such time and place as designated by the Company. For purposes of this determination, the value of the Company's assets, other than cash, certificates of deposit and other instruments the value of which are readily ascertainable, shall be determined with reference to the fair market value of such assets as determined by the Company's regularly employed independent certified public accountant, which determination shall be final, binding and conclusive upon all parties.

Notwithstanding the foregoing, if such withdrawal is deemed to be a breach of this LLC Agreement as provided above, then the amount to which the withdrawing Member is entitled for its Economic Interest shall not include any amount attributable to the goodwill of the Company and shall be reduced by an amount equal to any damages attributable to such breach as described above.

12.3 EVENTS OF DISSOLUTION. Unless the continuation of the Company's business is approved by the affirmative vote or consent of a Majority in Interest of the remaining Members within ninety (90) days of an event of withdrawal, the Company shall immediately dissolve. An event of withdrawal shall include:

(a The withdrawal, retirement or resignation of a Member absent the approval of the remaining Members and the failure to purchase a withdrawing Member's Economic Interest as provided in Section

12.2 above;

(b In the case of a Member that is a natural person, the death or insanity of a Member or the entry by a court of competent jurisdiction adjudicating a Member incompetent to manage his person or his estate;

(c A Member becoming a Bankrupt Member (as defined in Section 12.4 below);

(d In the case of a Member that is a trust, the termination of the trust or the distribution of such trust's entire interest in the Company, but not merely the substitution of a new trustee;

(e In the case of a Member that is a general or limited partnership, the dissolution and commencement of winding up of such partnership or a distribution of its entire interest in the Company;

(f In the case of a Member that is a corporation, the filing of articles of dissolution, or their equivalent, for the corporation or revocation of its charter or its distribution of its entire interest in the Company;

(g In the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company;

(h In the case of a Member that is a limited liability company, the filing of a certificate of cancellation or articles of dissolution or termination, or their equivalent, for the limited liability company or a distribution of its entire interest in the Company;

(i December 31, 2046;

(j The unanimous affirmative vote or unanimous consent by all of the Members with Voting Rights to dissolve, wind up and liquidate the Company;

(k The happening of any other event that makes it unlawful or impossible to carry on the business of the Company; or

(l Any event which causes there to be only one (1) Member.

Except as otherwise provided in this LLC Agreement or the Delaware Act, upon the occurrence of an event of withdrawal as described in subsection (a) through (h) above, the Member subject of such an event shall cease to be a Member and shall thereafter be an Economic Interest Owner. An event of withdrawal shall not include a Transfer of a Member's interest pursuant to Article 10 above.

12.4 BANKRUPTCY OF A MEMBER. A "Bankrupt Member" shall mean any Member or Economic Interest Owner who:

(a makes an assignment for the benefit of its creditors;

(b files a voluntary petition in bankruptcy;

(c files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of such nature;

(d seeks, consents or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or Economic Interest Owner or of all or any substantial part of its property; or

(e is the subject of any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, and one hundred twenty (120) days after commencement of such proceeding, the proceeding has not been dismissed; or without the Members' or Economic Interest Owners' consent or acquiescence has had a trustee, receiver or liquidator appointed for itself or for a substantial part of its property and the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any

such stay, the appointment is not vacated.

12.5 OPTION TO PURCHASE. The remaining Members shall have the option to purchase the Economic Interest and Voting Rights, if any, of a Bankrupt Member for the purchase price determined and paid in accordance with the methodology, terms and conditions provided in Section 12.2 above for the purchase of a withdrawing Member's interest; provided, however, that no discounts shall be made to the purchase price for any deemed breach of the LLC Agreement. If the remaining Members do not elect to acquire all of the Bankrupt Member's interest, the interest shall be transferred in accordance with Article 10 above, or if not transferred, retained by the Bankrupt Member. If the remaining Members exercise their option hereunder and the Bankrupt Member fails to assign its interest in the Company at the time and place fixed for closing, then the remaining Members may enforce the obligation of the Bankrupt Member by an action for specific performance.

12.6 CESSATION OF BUSINESS. In the event of the occurrence of any event effecting the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the Manager has filed a certificate of cancellation in the office of Delaware Secretary of State or until a decree terminating the Company has been entered by a court of competent jurisdiction.

12.7 WINDING UP. LIQUIDATION. AND DISTRIBUTION OF ASSETS. Upon dissolution, an accounting shall be made of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution and the Manager shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(a) Collect and sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent all of the Members by an affirmative and unanimous vote or consent may determine to distribute any assets to the Members and Economic Interest Owners in kind);

(b) Allocate any Net Profits or Net Losses resulting from such sale or other disposition of the Company's assets to the Members' and Economic Interest Owners' Capital Accounts in accordance with Section 2.1(b) above;

(c) Discharge all debts, liabilities and obligations of the Company, including those to Members and Economic Interest Owners who are creditors, including KLT to the extent any KLT Loan Interest or KLT Loan remains unpaid, to the extent otherwise permitted by law, other than debts, liabilities and obligations to Members and Economic Interest Owners for distributions, and establish such reserves as the Management Committee may deem reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such reserves shall be deemed to be an expense of the Company);

(d) Distribute the remaining assets to the Members and Economic Interest Owners either in cash or in kind, with any assets distributed in kind being valued for this purpose at their fair market value, as follows and in the following order of priority:

(i) First, to the Members and Economic Interest Owners with positive Preference Contribution Account balances, in proportion to their respective Preference Contribution Account balances, up to the amount necessary to reduce all such Preference Contribution Account balances to zero;

(ii) Second, to KLT until such distributions, together with all prior distributions of Net Cash Flow and/or of the Company's assets, including amounts distributed as repayments of KLT Loans, KLT Loan Interest and returns of KLT's Capital Contributions, are such that KLT has received an Internal Rate of Return (determined as provided in Section 8.1 above) of twenty-five percent (25%) on all of its Capital Contributions and KLT Loans as such amounts are outstanding from time to time; and

(iii) The balance, if any, to the Members and Economic Interest Owners in proportion to their Percentage Interests; provided, however, that the amount distributable to KLT under this Section 12.7(d)(iii) shall be credited by the amounts distributed to KLT pursuant to Section 12.7(d)(ii).

If any assets of the Company are to be distributed in kind, the fair market value of those assets as of the date of dissolution, other than cash, certificates of deposit and other instruments the value of which are readily ascertainable, shall be as determined as provided in Section 12.2 above. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of this LLC Agreement to reflect such deemed sale;

(e) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated; and

(f) The remaining Members shall comply with any applicable requirements of the Delaware Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.8 CERTIFICATE OF CANCELLATION. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining assets have been distributed to the Members and Economic Interest Owners, the Manager shall execute a certificate of cancellation setting forth the information required by the Delaware Act and shall be delivered to the Delaware Secretary of State.

12.9 RETURN OF CONTRIBUTION NONRECOURSE TO OTHER MEMBERS. Except as provided by law or as expressly provided in this LLC Agreement, upon dissolution, each Member and Economic Interest Owner shall look solely to the assets of the Company for the return of its Capital Contributions. If the Company assets remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of the Members and Economic Interest Owners, the Members and Economic Interest Owners shall have no recourse against any other Member or Economic Interest Owner.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 WAIVER OF RIGHT OF PARTITION. It is specifically agreed that no Member or Economic Interest Owner shall have the right to ask for partition of the assets owned or hereafter acquired by the Company, nor shall any such Member or Economic Interest Owner have the right to any specific assets of the Company on the liquidation or winding up of the Company, except as may be specified by a Majority in Interest.

13.2 NOTICES. Except as otherwise provided in this LLC Agreement, any notice required or permitted herein shall be in writing and shall be deemed to have been delivered, whether actually received or not, two (2) calendar days after being deposited in the United States mail, by registered mail, return receipt requested, postage prepaid, addressed to the party entitled thereto at the last address of such party provided by such party to the Company. Any notice to the Company shall be sent to the Company's principal place of business.

13.3 GOVERNING LAW. This LLC Agreement has been made and executed in accordance with the Delaware Act and is to be construed, enforced, and governed in accordance therewith and with the laws of the State of Delaware. The parties agree that all actions or proceedings arising directly or indirectly from this Operation Agreement shall be commenced and litigated only in the Circuit Court of Jackson County, Missouri, or the United States District Court of Missouri, Western District, located in Kansas City, Missouri. The parties hereby consent to the jurisdiction over them of the Circuit Court of Jackson County, Missouri, or the United States District Court of Missouri, in all actions or proceedings arising directly or indirectly from this LLC Agreement.

13.4 ENTIRE AGREEMENT. Except as otherwise provided herein, this LLC Agreement together with the recitals and Exhibits hereto, each of which are incorporated herein,

constitutes the entire agreement among the Members on the subject matter hereof and may not be changed, modified, amended, or supplemented except in writing, signed by all of the Members. All other oral or written agreements, promises, and arrangements in relation to the subject matter of this LLC Agreement are hereby rescinded.

13.5 BINDING AGREEMENT. Subject to the restrictions and encumbrances set forth herein, the terms and provisions of this LLC Agreement shall be binding upon, be enforceable by and inure to the benefit of the Members, Economic Interest Owners and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

13.6 INTERPRETATION. The descriptive headings contained in this LLC Agreement are for convenience only and are not intended to define the subject matter of the provisions of this LLC Agreement and shall not be resorted to for interpretation thereof.

13.7 SEVERABILITY. If any provision of this LLC Agreement or the application thereof to any individual or entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this LLC Agreement and the application of such provisions to other individuals or entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.8 WAIVER. No consent or waiver, express or implied, by any Member or Economic Interest Owner to or of any breach or default by any other Member or Economic Interest Owner in the performance by such other Member or Economic Interest Owner of its obligations under this LLC Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Member or Economic Interest Owner of the same or any other obligations hereunder. The failure on the part of any Member or Economic Interest Owner to complain of any act or failure to act of any of the other Members or Economic Interest Owners or to declare any of the other Members or Economic Interest Owners in default, irrespective of how long such failure continues, shall not constitute a waiver by such Member or Economic Interest Owner of its rights under this LLC Agreement.

13.9 EQUITABLE REMEDIES. The rights and remedies of any of the Members or Economic Interest Owners hereunder shall not be mutually exclusive. Each of the Members and Economic Interest Owners confirms that damages at law may be an inadequate remedy for a breach or threatened breach of this LLC Agreement and agrees that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any right or rights at law or by statute or otherwise of a Member or Economic Interest Owners aggrieved as against a party for a breach or threatened breach of any provision hereof; it being the intention hereof to make clear the agreement of the Members and Economic Interest Owners that the respective rights and obligations of the Members and Economic Interest Owners hereunder shall be enforceable in equity as well as at law or otherwise.

13.10 ATTORNEY'S FEES. In the event of a default by a Member or Economic Interest Owner under this LLC Agreement, the non-defaulting Members and Economic Interest Owners shall be entitled to recover all costs and expenses, including attorney's fees, incurred as a result of said default or in connection with the enforcement of this LLC Agreement.

13.11 COUNTERPARTS. This LLC Agreement may be executed in two (2) or more counterparts, all of which taken together shall constitute one (1) instrument.

13.12 GENDER. Whenever in this LLC Agreement, words, including pronouns, are used in masculine or neuter, they shall be read and construed in the masculine, feminine or neuter, as the case may be, wherever they would so apply, and wherever in this LLC Agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

13.13 SAVING CLAUSE. In the event any provision of this LLC Agreement shall be, or shall be found to be, contrary to the Delaware Act, such provision shall be deemed amended so as to conform with such Act.

13.14 FURTHER DOCUMENTATION. Each of the parties hereto agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this LLC Agreement.

13.15 INCORPORATION OF RECITALS. The preamble and recitals to this LLC Agreement are hereby incorporated by reference and made an integral part hereof.

13.16 INDEMNIFICATION. The Company shall indemnify any Member, Manager or officer of the Company who was or is a party or is threatened to be made a party to any threatened, pending or completed action, arbitration, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of the fact that such Member, Manager or officer is or was a Member, Manager or officer of the Company or is or was serving at the request of the Company as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against liability incurred in connection with such action, arbitration, suit or proceeding, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Member, Manager or officer in connection with such action, arbitration, suit or proceeding, including any appeal thereof, if such Member, Manager or officer acted in good faith and in a manner such Member, Manager or officer reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe such Member's, Manager's or officer's conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Member, Manager, or officer shall have been adjudged to be liable for gross negligence or gross misconduct in the performance of such Member's, Manager's, or officer's duty to the Company unless and only to the extent that the court or arbitration in which the action, arbitration or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such Member, Manager, or officer is fairly and reasonably entitled to indemnity for such expenses which the court or arbitration shall deem proper. The termination of any action, arbitration, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Member, Manager or officer did not act in good faith and in a manner which such Member, Manager or officer reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had reasonable cause to believe that such Member's, Manager's or officer's conduct was unlawful.

IN WITNESS WHEREOF, the parties hereto have signed this LLC Agreement to be effective on the date first above written.

KLT TELECOM INC.,
a Missouri corporation

By: /s/R. G. Wasson
Name: R. G. Wasson
Title: President

COLIN DOBELL

/s/Colin Dobell
Colin Dobell

EXHIBIT A

LIMITED LIABILITY COMPANY AGREEMENT OF TELEMETRY SOLUTIONS, LLC

NAME	Fair Market Value	Description of INITIAL CAPITAL CONTRIBUTION	Initial Percentage INTEREST	Initial Voting RIGHTS
KLT Telecom Inc. FEIN	\$2,000.00		67%	80%
Colin Dobell SSN:	\$ 500.00		33%	20%

Articles of Organization

(Submit in duplicate with filing with filing fee of \$105)

1. The name of the limited liability company is:
GlobalUtilityExchange.com, LLC

(Must include "Limited Liability Company,"
"Limited Company," "LC," "L.L.C.," or "LLC")

2. The purpose(s) for which the limited liability
company is organized: to engage in business-
related electronic commerce ventures, and any
other lawful activities and purposes

3. The name and address of the limited liability
Company's registered agent in Missouri is:

Street Address: May
not use P.O. Box
unless street address
also provided

Name	Street Address	City/State/Zip
Corporation Service Company d/b/a CSC- Lawyers Incorporating Service Company	221 Bolivar Street	Jefferson City, MO, 65101

4. The management of the limited liability Company is
vested in one or more managers. (X) Yes () No

5. The events, if any, on which the limited liability
company is to dissolve or the number of years the
limited liability company is to continue, which
may be any number or perpetual: perpetual

6. The name(s) and address(es) of each organizer:

Eric Carter
10740 Nall, Suite 230
Overland Park, KS 66211

7. For tax purposes, is the limited liability company
considered a corporation? () Yes (X) No

7. The effective date of this document is the date it
is filed by the Secretary of State of Missouri, unless
you indicate a figure date, as follows:

(Date may not be more than 90 days after the
filing date in this office)

In Affirmation thereof, the facts stated above are
true:

/s/ Eric Carter Eric Carter Organizer
(signature) (Printed Name)

RESTATED ARTICLES OF INCORPORATION
OF
DTI HOLDINGS, INC.

DTI HOLDINGS, INC., a Missouri corporation (the "Corporation"), hereby certifies to the Secretary of State of Missouri that the Corporation desires to restate its Articles of Incorporation as currently in effect and the following Restated Articles of Incorporation are all of the provisions of the Articles of Incorporation of the Corporation as theretofore amended and that these Restated Articles of Incorporation correctly set forth without change the corresponding provisions of such Articles of Incorporation as theretofore amended. These Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto.

These Restated Articles of Incorporation were duly approved by the directors of the Corporation and adopted on behalf of the Corporation by written consent in lieu of a meeting, dated April 8, 1998.

ARTICLE ONE

The name of the corporation (hereinafter referred to as the "Corporation") is: DTI HOLDINGS, INC.

ARTICLE TWO

The address, including street and number, if any, or the corporation's initial registered office in this state is 11111 Dorsett Road, St. Louis, Missouri 63043 and the name of its initial agent at such address is Richard D. Weinstein.

ARTICLE THREE

I. Authorization of Shares

The aggregate number of shares of capital stock which the Corporation has authority to issue is 100,050,000 shares, consisting of:

A. 100,000,000 shares of common stock, par value \$.01 per share (the "Common Stock");

B. 50,000 shares of preferred stock, par value \$.01 per share (the "Preferred Stock").

II. Preferred Stock

A. General. The Board of Directors of the Corporation is hereby authorized to determine all rights, preferences and privileges and qualifications, limitations and restrictions of the Preferred Stock (including, without limitation, voting rights and the limitation and exclusion thereof) granted to or imposed upon any unissued series of Preferred Stock and the number of shares constituting any such series and the designation thereof, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series then outstanding. Unless otherwise provided in a particular certificate of designation relating to a series of Preferred Stock, in case the number of shares of any series is so decreased, the shares constituting such reduction shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series.

B. Series A Preferred Stock

1. Designation. Thirty Thousand (30,000) shares of the authorized and unissued Preferred Stock of the Corporation shall be designated as "Series A Preferred Stock" and shall have the following rights and limitations.

2. Dividends. Upon declaration of any dividend by the Board of Directors of the Corporation

on the Common Stock, the holder of each share of Series A Preferred Stock shall be entitled to receive, out of any funds legally available therefor, as adjusted appropriately for stock splits, stock dividends, combinations or similar recapitalizations affecting the Series A Preferred Stock, such dividends paid in cash or other assets as would be paid on each share of Common Stock, or any other equity security, into which each share of Series A Preferred Stock could be converted on the applicable record date. The dividends shall be payable quarterly in arrears from the date on which a share of the Series A Preferred Stock is first issued hereunder. The original dates of issuance of the Series A Preferred stock, par value \$.01 per share, of Digital Teleport, Inc. (the "DTI Series A Preferred Stock") to KLT Telecom Inc. ("KLT") are herein referred to as the "Original Issue Dates".

3. Liquidation. Dissolution or Winding Up and Voting.

(a) Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidating Event"), the holders of the ten outstanding shares of Series A Preferred Stock shall be entitled to be paid, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock of the Corporation by reason of their ownership thereof, out of the assets of the Corporation available for distribution to its shareholders, \$1,500 per share of Series A Preferred Stock, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting the Series A Preferred Stock. If upon the occurrence of any Liquidating Event the remaining assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Common Stock. If, after the payment of all preferential amounts required by subsection 3(a) above to be paid to the holders of Series A Preferred Stock upon the occurrence of any Liquidating Event, any assets and funds of the Corporation are legally available for distribution, a dividend shall be payable on each share of Common Stock then outstanding, prior and in preference to any further distribution of any of the assets or surplus funds of the Corporation to the holders of the Series A Preferred Stock by reason of their ownership thereof in an amount equal to the per share cash consideration received by the Corporation upon its issuance of Common Stock to the initial holder of such shares (as adjusted for any stock dividends, combinations or splits with respect to such shares). Subject to the payment in full of the liquidation preferences with respect to the Series A Preferred Stock as provided in subsection 3(a) above, if upon the occurrence of such Liquidating Event, the assets and funds thus distributed among the holders of the Common Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire remaining assets and funds of the Corporation legally available for distribution shall be distributed among the holders of the Common Stock in proportion to the weighted value of shares of Common Stock (as determined by the per share cash consideration received by the Corporation upon issuance of the Common Stock to the original holder thereof) then held by them.

(c) Participation. After payment to the holders of the Common Stock and the Series A Preferred Stock of the amounts set forth in subsections 3(a) and (b) above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed among the holders of the Common Stock and the Series A Preferred Stock in proportion to the shares of Common Stock then held by them and the shares of Common Stock which they then have the right to acquire upon conversion of the shares of Series A Preferred Stock then held by them.

(d) Voting. Each holder of outstanding shares of Series A Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are

convertible (as adjusted from time to time pursuant to Section 4 of this Article Three.II.B), at each meeting of shareholders of the Corporation (and written actions of shareholders in lieu of meetings) with respect to any and all matters presented to the shareholders of the Corporation for their action or consideration. Except for any amendment affecting the rights and obligations of holders of Series A Preferred Stock or as otherwise provided by law, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class. The holders of the Series A Preferred Stock shall vote separately as a class with respect to any amendment affecting the rights and obligations of holders of Series A Preferred Stock and as otherwise required by law.

4. Optional Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, into one share of Common Stock (the number and type of shares into which the Series A Preferred Stock shall be converted shall be adjusted as described below) ("Conversion Shares"), without any payment of monies by the holder of Series A Preferred Stock for such conversion. Upon a Liquidating Event, the Conversion Rights shall terminate at the close of business on the first (1st) full day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of Series A Preferred Stock.

(b) Automatic Conversion. Upon the sale of shares of Common Stock or debt securities of the Corporation in a public offering (a "Qualified Public Offering") pursuant to an effective registration statement under the Securities Act of 1933, as amended, (i) resulting in at least \$100,000,000 of net proceeds to the Corporation or (ii) (A) resulting in more than \$50,000,000 but less than \$100,000,000 in net proceeds to the Corporation and (B) the offering price for Common Stock in such offering multiplied by the number of shares of Common Stock represented by all the shares of the Series A Preferred Stock issued in exchange for the DTI Series A Preferred Stock, is greater than the amount that would provide an IRR (as hereinafter defined) of at least twenty-five percent (25%) per annum on a cumulative basis, pre-tax ("Benchmark Amount") from the date of the first Original Issue Date ("first Issue Date"), then all duly issued and outstanding shares of the Series A Preferred Stock shall, as of the date of consummation of such Public Offering, be converted into the Conversion Shares (as in effect immediately prior to the date of consummation of such Public Offering). "IRR" means the discount rate that equates (i) the present value (to the First Issue Date) of the Benchmark Amount with (ii) the present value (to the First Issue Date) of the total investments made by KLT on the Original Issue Dates. For purposes of calculating IRR, any antecedent debt and all property (including without limitation any antecedent debts or limited liability company interests) shall be deemed to be contributed on the First Issue Date in cash at its face value. The Corporation shall give the holders of the Series A Preferred Stock notice of the filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), of any registration statement relating to any proposed Public Offering not less than 30 days prior to such filing. The holders of shares of Series A Preferred Stock shall present such shares for surrender to the Corporation in accordance with the provisions of subsection 4(d)(i) below on or before the closing date of such Public Offering and the Corporation shall issue to such holders a certificate or certificates for shares of Common Stock in accordance with the provisions of subsection 4(d)(i) below on such closing date. The term "Qualified Public Offering" shall be deemed to exclude any offering (i) pursuant to a registered exchange offer for debt securities initially sold in a private placement pursuant to Rule 144A and Regulation S under the Securities Act and (ii) to the extent such offering registers securities for any party other than the Corporation, including pursuant to demand registration rights or piggy-back registration rights, on a shelf registration or otherwise.

(c) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of such fractional shares of Common Stock as determined in good faith by the Corporation's Board of

Directors, whose determination shall be conclusive.

(d) Mechanics of Conversion.

(i) Surrender of Certificates. In order for a holder of Series A Preferred Stock to convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock, at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Series A Preferred Stock represented by such certificate or certificates without any payment to the Corporation by the holder for such conversion. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The date of receipt of such certificates and notice by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) shall be the conversion date ("Conversion Date"). The Corporation shall, as soon as practicable after the Conversion Date, issue and deliver at such office to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

(ii) Reservation of Common Stock. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock or other securities into which the Series A Preferred Stock may then be convertible, as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock.

(iii) Unpaid Dividends. Upon any conversion, no adjustment to the Conversion Shares shall be made for any accrued and unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

(iv) No Rights. All shares of Series A Preferred Stock that have been surrendered for conversion as herein provided or are subject to automatic conversion under subsection 4(b), whether or not surrendered, shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and payment of any accrued and unpaid dividends thereon.

(e) Adjustments of Conversion Shares. In case the Corporation shall hereafter (i) declare a dividend or a distribution on its Common Stock payable in shares of its Common Stock, (ii) subdivide its outstanding shares of Common Stock, (iii) combine its outstanding Common Stock into a smaller number of shares, or (iv) issue other securities of the Corporation by reclassification of its Common Stock (including any such reclassification in connection with a consolidation or merger in which the Corporation is the continuing corporation), the number and kind of Conversion Shares at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted so that the owner of any Series A Preferred Stock converted after such date shall be entitled to receive the number and kind of Conversion Shares which, if such Series A Preferred Stock had been converted immediately prior to such time, he would have owned upon such conversion and been entitled to receive upon such dividend, distribution, subdivision, combination or reclassification. Such adjustment shall be made successively whenever any event listed above shall occur; appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made to apply the provisions in this Section 4 to any Conversion Shares which are not Common Stock in a manner as similar as possible to that for the Common Stock.

(f) Adjustment for Merger or Reorganization, Etc. In case of any consolidation or merger of the Corporation with or into another corporation or the sale of all or substantially all of the assets of the Corporation to another corporation, each share of Series A Preferred Stock shall automatically convert into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Series A Preferred Stock would have been entitled upon such consolidation, merger or sale; appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made to apply the provisions in this Section 4 to any Conversion Shares which are not Common Stock in a manner as similar as possible to that for the Common Stock.

(g) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

(h) Notice of Record Date. In the event:

(i) that the Corporation declares a dividend (or any other distribution) on its Common Stock payable in Common Stock or other securities of the Corporation;

(ii) that the Corporation subdivides or combines its outstanding shares of Common Stock;

(iii) of any reclassification of the Common Stock of the Corporation (other than a subdivision or combination of its outstanding shares of Common Stock or a stock dividend or stock distribution thereon), or of any consolidation or merger of the Corporation into or with another corporation, or of the sale of all or substantially all of the assets of the Corporation; or

(iv) of the involuntary or voluntary dissolution, liquidation or winding up of the Corporation, then the Corporation shall cause to be filed at its principal office or at the office of the transfer agent of the Series A Preferred Stock, and shall cause to be mailed to the holders of the Series A Preferred Stock at their last addresses as shown on the records of the Corporation or such transfer agent, at least 20 days prior to the record date specified below in subparagraph (A) or 20 days before the date specified below in subparagraph (B), a notice stating:

(A) the record date of such dividend, distribution, subdivision or combination, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, subdivision or combination are to be determined; or

(B) the date on which such reclassification, consolidation, merger, sale, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, dissolution or winding up.

(i) Special Anti-Dilution. In the event that the number of shares of Common Stock issuable upon exercise of the warrant issued by Digital Teleport, Inc. ("DTI") to Banque IndoSuez would cause a dilution of the ownership of outstanding Series A Preferred Stock to less than 49.74874% of the total outstanding stock of the Corporation, assuming such warrant had been exercised on the First Issue Date and all shares of DTI Series A Preferred Stock had been issued at the First Issue Date, the Conversion Shares shall be increased to a number which would equal the number of shares of capital stock of the Corporation that would have constituted 49.74874% of the total outstanding stock of DTI at the First Issue Date assuming such warrant had been exercised at such time.

ARTICLE FOUR

The extent, if any, of the preemptive right of a shareholder to acquire additional shares is hereby denied.

ARTICLE FIVE

The name and place of residence of the incorporator is as follows:

Richard D. Weinstein
14222 Kinderhook Drive
Chesterfield, MO 63017

ARTICLE SIX

The number of directors to constitute the Board of Directors is six. Thereafter, the number of directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

ARTICLE SEVEN

The duration of the corporation is Perpetual.

ARTICLE EIGHT

The corporation is formed for the following purposes:

1. To operate a communications business, providing all other related communications services as well as a general business.
2. To buy, sell, and deal generally at retail and wholesale of merchandise and services.
3. To borrow money, lend money, invest money, and for such purpose to execute notes, bonds, debentures, or any other form of evidence of indebtedness, and to secure the payment of same by mortgage, deed of trust, or other form of encumbrance, pledge, or other form of hypothecation.
4. To take, purchase, or otherwise acquire, and to own and hold such personal property, chattels real, rights, easements, privileges, chose in action, notes, bonds, mortgages, and securities as may be lawfully be acquired, held, or disposed of by the Corporation under the laws of the State of Missouri.
5. To sell, assign, convey, exchange, release, and otherwise deal in, and dispose of such real and personal property, lands, buildings, chattels, chattels real, rights, easements, privileges, chose in action, notes, bonds, mortgages, and securities as may lawfully be acquired, held, or disposed of by the Corporation under the laws of the State of Missouri.
6. To enter into and perform all manner and kinds of contracts, agreements, and obligations of any lawful purposes, by or with any person, firm, association, corporation, or governmental division or subdivision.
7. To lend and advance money or to give credit to such persons and on such terms as may seem expedient, and, in particular, to customers and others dealing with it;
8. To guarantee or give security for the loans of its customers and other dealing with it;
9. In general, to have and exercise any and all powers that corporations have and may exercise under the laws of the State of Missouri and as the same may be amended, except such powers as are inconsistent with the express provisions of these articles;
10. To do all and everything necessary, suitable, or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the exercise of any of the powers herein set forth, either alone, or in conjunction with other corporations, firms, individuals, and either as principals or agents, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, or connected with the above mentioned objects, purposes or powers;
11. To have and to exercise all of

the powers now or hereafter conferred by the laws of the State of Missouri upon corporations organized pursuant the laws under which the Corporation is organized, and any and all acts amendatory thereof and supplemental thereto;

12. The above enumerated powers shall not be construed as limiting or restricting in any manner the powers of this Corporation which shall always have such incidental powers as may be connected with or related to any specific power herein enumerated.

ARTICLE NINE

The Corporation shall not be subject to the provisions of Section 351.459 of The General and Business Corporation Law of Missouri.

IN WITNESS WHEREOF, the undersigned, Richard D. Weinstein, President, has executed this instrument and Richard D. Weinstein, its Secretary has attested thereto on the 14th day of April, 1998.

DTI HOLDINGS, INC.

By:/s/Richard D. Weinstein
Richard D. Weinstein, President

Attested:

/s/Richard D. Weinstein
Richard D. Weinstein, Secretary

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

I, Connie B. Walsh, a Notary Public, do hereby certify that on the 14th day of April, 1998, personally appeared before me Richard D. Weinstein, and, being first duly sworn by me, acknowledged that he signed as his free act and deed the foregoing document in the capacity(ies) therein set forth and declared that the statements therein contained are true, to his knowledge and belief.

/s/Connie B. Walsh
Notary Public

CONNIE B. WALSH
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES: JAN. 9, 2000

BY-LAWS
OF

DTI HOLDINGS, INC.
(adopted December 18, 1997)

(restated, with all amendments, through April 19,
2001)

ARTICLE I

SHAREHOLDERS

Section 1.1. ANNUAL MEETINGS. An annual meeting of shareholders shall be held for the election of directors at such date, time and place either within or without the State of Missouri as may be designated by the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. SPECIAL MEETINGS. Special meetings of shareholders may be called at any time by the Chairman of the Board, if any, the Vice Chairman of the Board, if any, the President or the Board of Directors, to be held at such date, time and place either within or without the State of Missouri as may be stated in the notice of the meeting.

Section 1.3. NOTICE OF MEETINGS. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the shareholder at his address as it appears on the records of the Corporation.

Section 1.4. ADJOURNMENTS. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 1.5. QUORUM. At each meeting of shareholders, except where otherwise provided by law or the articles of incorporation or these by-laws, the holders of a majority of the outstanding shares of each class of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum, the shareholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided by Section 1.4 of these by-laws until a quorum shall attend. Shares of its own capital stock belonging on the record date for the meeting to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. ORGANIZATION. Meetings of shareholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. VOTING; PROXIES. Except as otherwise provided by the General and Business Corporation Law of Missouri or by the articles of incorporation of the corporation or any amendments thereto, every shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share of the capital stock of the corporation held by such shareholder entitled to vote thereon, except that no proxy shall be voted after eleven months from its date unless otherwise provided in the proxy. All cumulative voting rights of shareholders are hereby denied so that each holder of the capital stock shall only be entitled to one vote per share of capital stock in all elections of directors. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the Board of directors specifically confers authority to vote with respect thereto, which may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 1.8. FIXING DATE FOR DETERMINATION OF SHAREHOLDERS OF RECORD. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed: (1) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining shareholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed; and (3) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 1.9. LIST OF SHAREHOLDERS ENTITLED TO VOTE. The Secretary shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any shareholder who is present.

Section 1.10. CONSENT OF SHAREHOLDERS IN LIEU OF MEETING. Unless otherwise provided in the articles of incorporation, any action required by law to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding stock.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. POWERS; NUMBER; QUALIFICATIONS. The business and affairs of the Corporation shall be managed by the Board of

Directors, except as may be otherwise provided by law or in the articles of incorporation. The number of directors which shall constitute the Board of directors shall not be less than three and shall be established from time to time by resolution of the directors, provided, however, that any change in the number of directors shall be reported to the Secretary of State of Missouri within thirty calendar days of such change. A director shall not be required to be a resident of the State of Missouri nor a shareholder of the corporation.

Section 2.2. ELECTION; TERM OF OFFICE; RESIGNATION; REMOVAL; VACANCIES. Each director shall hold office until the annual meeting of shareholders next succeeding his election and until his successor is elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Board of Directors or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective.

Section 2.3. REGULAR MEETINGS. Regular meetings of the Board of Directors will be held quarterly on such dates and at such places within or without the State of Missouri as determined by the Board of Directors, and if so determined, notice thereof need not be given.

Section 2.4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be held at any time or place within or without the State of Missouri whenever called by the Chairman of the Board, if any, by the Vice Chairman of the Board, if any, by the President or by any two directors. Reasonable notice thereof shall be given by the person or persons calling the meeting.

Section 2.5. TELEPHONIC MEETINGS PERMITTED. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6. QUORUM; VOTE REQUIRED FOR ACTION. At all meetings of the Board of Directors a majority of the members of the entire Board present in person shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting in person at which a quorum is present shall be the act of the Board unless the articles of incorporation or these by-laws shall require a vote of a greater number. In case at any meeting of the Board a quorum shall not be present, the members of the Board present may adjourn the meeting from time to time until a quorum shall attend.

Section 2.7. ORGANIZATION. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken at any meeting of the Board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed by the secretary with the minutes or proceedings of the board or committee.

ARTICLE III

COMMITTEES

Section 3.1. COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at

any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the shareholders a dissolution of the Corporation or a revocation of dissolution, removing or indemnifying Directors or amending these by-laws; and, unless the resolution expressly so provided, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 3.2. [Reserved]

Section 3.3. COMMITTEE RULES. Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these by-laws.

ARTICLE IV

OFFICERS

Section 4.1. OFFICERS; ELECTION; QUALIFICATION; TERM OF OFFICE; RESIGNATION; REMOVAL; VACANCIES. As soon as practicable after the annual meeting of shareholders in each year, the Board of Directors shall elect a President and a Secretary, and it may, if it so determines, elect from among its members a Chairman of the Board and a Vice Chairman of the Board. The Board may also elect one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and may give any of them such further designations or alternate titles as it considers desirable. Each such officer shall hold office until the first meeting of the Board after the annual meeting of shareholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election or appointment of an officer shall not of itself create contractual rights. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.2. POWERS AND DUTIES OF EXECUTIVE OFFICERS. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his duties.

ARTICLE V

STOCK

Section 5.1. CERTIFICATES. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. If such certificate is manually signed by one officer or manually countersigned by a transfer agent or by a registrar, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 5.2. LOST, STOLEN OR DESTROYED STOCK CERTIFICATES; ISSUANCE OF NEW

CERTIFICATES. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

MISCELLANEOUS

Section 6.1. BY-LAWS SUBJECT TO SHAREHOLDERS' AGREEMENT. At any time that the Corporation is bound by the Shareholders' Agreement, dated as of February 6, 2001, by and among the Corporation (as successor-in-interest to Digital Teleport, Inc.) and certain shareholders named therein, as the same may be modified or amended from time to time (the "Shareholders' Agreement"), then, whether or not expressly so stated in these by-laws or such Shareholders' Agreement, any term or provision of these by-laws that is modified or superseded by any term or provision of such Shareholders' Agreement shall not be deemed contained in these by-laws except as so modified or superseded, and any term or provision of such Shareholders' Agreement that is contrary to or inconsistent with any term or provision of these by-laws shall, notwithstanding these by-laws, govern and control the matter subject thereto.

Section 6.2. FISCAL YEAR. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 6.3. SEAL. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 6.4. WAIVER OF NOTICE OF MEETINGS OF SHAREHOLDERS, DIRECTORS AND COMMITTEES. Whenever notice is required to be given by law or under any provision of the certificate of incorporation or these by-laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, 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 shareholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the articles of incorporation or these by-laws.

Section 6.5. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES. The Corporation shall indemnify to the full extent authorized by law any person made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer

of the Corporation or any predecessor of the Corporation or serves or served any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor of the Corporation. The Corporation may, in the sole discretion of the Board of Directors, indemnify to the full extent authorized by law any person made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was an employee of the Corporation or any predecessor of the Corporation.

Section 6.6. INTERESTED DIRECTORS; QUORUM. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by majority vote of the shareholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board, a committee thereof or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 6.7. FORM OF RECORDS. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 6.8. [Reserved]

SECOND RESTATED ARTICLES OF INCORPORATION
OF
DIGITAL TELEPORT, INC.

DIGITAL TELEPORT, INC., a Missouri corporation (the "Corporation"), hereby certifies to the Secretary of State of Missouri that the Corporation desires to restate its Articles of Incorporation as currently in effect and the following Restated Articles of Incorporation are all of the provisions of the Articles of Incorporation of the Corporation as theretofore amended and that these Restated Articles of Incorporation correctly set forth without change the corresponding provisions of such Articles of Incorporation as theretofore amended. These Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto.

These Restated Articles of Incorporation were duly approved by the directors of the Corporation and adopted on behalf of the Corporation by written consent in lieu of a meeting, dated April 8, 1998.

ARTICLE ONE

The name of the Corporation is: DIGITAL TELEPORT, INC.

ARTICLE TWO

The address of the corporation's initial registered office in this state is 11111 Dorsett Road, St. Louis, Missouri 63043 and the name of its initial agent at such address is Richard D. Weinstein.

ARTICLE THREE

A. Authorization of Shares

The aggregate number of shares of capital stock which the Corporation has authority to issue is 100,500 shares, consisting of

1. 100,000 shares of common stock, par value \$.01 per share (the "Class A Common Stock");
2. 500 shares of preferred stock, par value \$.01 per share (the "Preferred Stock").

B. Preferred Stock

The Board of Directors of the Corporation is hereby authorized to determine all rights, preferences and privileges and qualifications, limitations and restrictions of the Preferred Stock (including, without limitation, voting rights and the limitation and exclusion thereof) granted to or imposed upon any unissued series of Preferred Stock and the number of shares constituting any such series and the designation thereof, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series then outstanding. Unless otherwise provided in a particular certificate of designation relating to a series of Preferred Stock, in case the number of shares of any series is so decreased, the shares constituting such reduction shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series.

C. Series A Preferred Stock

The Corporation is hereby authorized to issue 300 shares of Series A preferred stock, \$.01 par value per share ("Preferred Stock") having the preferences, qualifications, limitations, restrictions and special or relative rights set forth on Exhibit A hereto.

ARTICLE FOUR

The extent, if any, of the preemptive right of a shareholder to acquire additional shares is hereby denied.

ARTICLE FIVE

The name and place of residence of each incorporator is as follows:

Richard D. Weinstein
14222 Kinderhook Drive
Chesterfield, MO 63017

Bonnie S. Weinstein
14222 Kinderhook Drive
Chesterfield, MO 63017

ARTICLE SIX

The number of directors to constitute the Board of Directors is six. Thereafter, the number of directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

ARTICLE SEVEN

The duration of the corporation is perpetual.

ARTICLE EIGHT

The corporation is formed for the following purposes:

1. To operate a communications business, providing all other related communications services as well as a general business.
2. To buy, sell, and deal generally at retail and wholesale of merchandise and services.
3. To borrow money, lend money, invest money, and for such purpose to execute notes, bonds, debentures, or any other form of evidence of indebtedness, and to secure the payment of same by mortgage, deed of trust, or other form of encumbrance, pledge, or other form of hypothecation.
4. To take, purchase, or otherwise acquire, and to own and hold such personal property, chattels real, rights, easements, privileges, chose in action, notes, bonds, mortgages, and securities as may be lawfully be acquired, held, or disposed of by the Corporation under the laws of the State of Missouri.
5. To sell, assign, convey, exchange, release, and otherwise deal in, and dispose of such real and personal property, lands, buildings, chattels, chattels real, fights, easements, privileges, chose in action, notes, bonds, mortgages, and securities as may lawfully be acquired, held, or disposed of by the Corporation under the laws of the State Missouri.
6. To enter into and perform all manner and kinds of contracts, agreements, and obligations of any lawful purposes, by or with any person, firm, association, corporation, or governmental division or subdivision.
7. To lend and advance money or to give credit to such persons and on such terms as may seem expedient, and, in particular, to customers and others dealing with it;
8. To guarantee or give security for the loans of its customers and other dealing with it;
9. In general, to have and exercise any and all powers that corporations have and may exercise under the laws of the State of Missouri and as the same may be amended, except such powers as are inconsistent with the express provisions of these articles;
10. To do all and everything necessary, suitable, or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the exercise of any of the powers herein set forth, either alone, or in conjunction with other corporations, firms, individuals, and either as principals or agents, and to do every other act or acts, thing or things, incidental or appurtenant to, or growing out of, or connected with the above mentioned objects, purposes or powers;

11. To have and to exercise all of the powers now or hereafter conferred by the laws of the State of Missouri upon corporations organized pursuant the laws under which the Corporation is organized, and any and all acts amendatory thereof and supplemental thereto; and

12. The above enumerated powers shall not be construed as limiting or restricting in any manner the powers of this Corporation which shall always have such incidental powers as may be connected with or related to any specific power herein enumerated.

ARTICLE NINE

The Company shall not take any of the following actions without the unanimous affirmative consent of the holder(s) of at least ninety percent (90%) of the outstanding shares of voting capital stock of the Company:

(a) to dissolve the Company under applicable law;

(b) to approve any acquisition or reorganization of any kind or other transaction involving the sale, exchange, lease, mortgage, pledge, transfer or other disposition of all or substantially all the assets of the Company;

(c) to cause the Company to merge with or into any other corporation or entity;

(d) to amend or modify the Articles of Incorporation or By-Laws of the Company;

(e) to change the nature of the business of the Company; or

(f) issue any type of debt or any type of equity securities of the Company.

IN WITNESS WHEREOF, the undersigned, Richard D. Weinstein, President, has executed this instrument and Richard D. Weinstein, its Secretary has attested thereto on the 14th day of April, 1998.

DIGITAL TELEPORT, INC.

By:/s/Richard D. Weinstein
Richard D Weinstein, President

Attested

/s/Richard D. Weinstein
Richard D. Weinstein, Secretary

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

I, Connie B. Walsh, a Notary Public, do hereby certify that on the 14th day of April, 1998, personally appeared before me Richard D. Weinstein, and, being first duly sworn by me, acknowledged that he signed as his free act and deed the foregoing document in the capacity(ies) therein set forth and declared that the statements therein contained are true, to his knowledge and belief.

/s/Connie B. Walsh
Notary Public

CONNIE B. WALSH
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. JAN. 9, 2000

EXHIBIT A

SERIES A PREFERRED STOCK

1. Designation. Three hundred (300)

shares of the authorized and unissued Preferred Stock of the Corporation shall have the following rights and limitations.

2. Dividends. Upon declaration of any dividend by the Board of Directors of the Corporation on the Corporation common stock ("Common Stock") the holder of each share of Preferred Stock shall be entitled to receive, out of any funds legally available therefor, as adjusted appropriately for stock splits, stock dividends, combinations or similar recapitalizations affecting the Preferred Stock, such dividends paid in cash or other assets as would be paid on each share of Common Stock, or any other equity security, into which each share of Preferred Stock could be converted on the applicable record date. The dividends shall be payable quarterly in arrears from the date on which a share of Preferred Stock is first issued by the Corporation (the "Original Issue Date").

3. Liquidation, Dissolution or Winding Up and Voting.

(a) Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidating Event"), the holders of the then outstanding shares of Preferred Stock shall be entitled to be paid, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock of the Corporation by reason of their ownership thereof; out of the assets of the Corporation available for distribution to its shareholders, the amount paid per share of Preferred Stock to the Corporation by the purchaser thereof; subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares. If upon the occurrence of any Liquidating Event the remaining assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Preferred Stock the full amount to which they shall be entitled, the holders of shares of Preferred Stock shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Common Stock. If, after the payment of all preferential amounts required by subsection 3(a) above to be paid to the holders of Preferred Stock upon the occurrence of any Liquidating Event, any assets and funds of the Corporation are legally available for distribution, a dividend shall be payable on each share of Common Stock then outstanding, prior and in preference to any further distribution of any of the assets or surplus funds of the Corporation to the holders of the Preferred Stock by reason of their ownership thereof in an amount equal to the per share cash consideration received by the Corporation upon its issuance of Common Stock to the initial holder of such share (as adjusted for any stock dividends, combinations or splits with respect to such shares). Subject to the payment in full of the liquidation preferences with respect to the Preferred Stock as provided in subsection 3(a) above, if upon the occurrence of such Liquidating Event, the assets and funds thus distributed among the holders of the Common Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire remaining assets and funds of the Corporation legally available for distribution shall be distributed among the holders of the Common Stock in proportion to the weighted value of shares of Common Stock (as determined by the per share cash consideration received by the Corporation upon issuance of the Common Stock to the original holder thereof) then held by them.

(c) Participation. After payment to the holders of the Common Stock and the Preferred Stock of the amounts set forth in subsections 3(a) and (b) above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed among the holders of the Common Stock and the Preferred Stock in proportion to the shares of Common Stock then held by them and the shares of Common Stock which they then have the right to acquire upon conversion of the shares of Preferred Stock then held by them.

(d) Voting. Each holder of outstanding shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock into which the shares of

Preferred Stock held by such holder are convertible (as adjusted from time to time pursuant to Section 4 hereof), at each meeting of shareholders of the Corporation (and written actions of shareholders in lieu of meetings) with respect to any and all matters presented to the shareholders of the Corporation for their action or consideration. Except as provided by law, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class.

4. Optional Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereto at any time and from time to time, into one share of Common Stock (the number and type of shares into which the Preferred Stock shall be converted shall be adjusted as described below) ("Conversion Shares"), without any payment of monies by the holder of Preferred Stock for such conversion. In the event of a Shareholder Redemption Notice or Corporation Redemption Notice pursuant to Sections 5(a) or 6(a), respectively, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the thirtieth (30th) day after delivery of such notice. In the event of a liquidation of the Corporation, the Conversion Rights shall terminate at the close of business on the first (1st) full day preceding the date fixed for the payment of any amounts distributable on liquidation to the holders of Preferred Stock.

(b) Automatic Conversion. Upon the sale of shares of Common Stock or debt securities of the Corporation in a public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, (i) resulting in at least \$100,000,000 of net proceeds to the Corporation or (ii) resulting in more than \$50,000,000 but less than \$100,000,000 in net proceeds to the Corporation and the offering price for Common Stock in such offering multiplied by the number of shares of Common Stock represented by all the shares of the Preferred Stock issued on their Original Issue Dates, is greater than the amount that would provide an IRR of at least twenty-five percent (25%) per annum on a cumulative basis, pre-tax ("Benchmark Amount") from the date of the first Original Issue Date ("First Issue Date"), then all duly issued and outstanding shares of the Preferred Stock shall, as of the date of consummation of such Public Offering, be converted into the Conversion Shares (as in effect immediately prior to the date of consummation of such Public Offering). IRR means the discount rate that equates (i) the present value (to the First Issue Date) of the Benchmark Amount with (ii) the present value (to the First Issue Date) of the total investments made by KLT Telecom Inc. ("KLT") on the Original Issue Dates for the Preferred Stock. For purposes of calculating IRR, any antecedent debt and all property (including without limitation any antecedent debts or limited liability company interests) shall be deemed to be contributed on the First Issue Date in cash at its face value. The Corporation shall give the holders of the Preferred Stock notice of the filing with the Securities and Exchange Commission under the Securities Act of 1933, as amended, of any registration statement relating to any proposed Public Offering not less than 30 days prior to such filing. The holders of shares of Preferred Stock shall present such shares for surrender to the Corporation in accordance with the provisions of subsection 4(d)(i) below on or before the closing date of such Public Offering and the Corporation shall issue to such holders a certificate or certificates for shares of Common Stock in accordance with the provisions of subsection 4(d)(i) below on such closing date.

(c) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of such fractional shares of Common Stock as determined in good faith by the Corporation's Board of Directors, whose determination shall be conclusive.

(d) Mechanics of Conversion.

(i) Surrender of Certificates. In order for a holder of Preferred Stock to convert shares of Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Preferred Stock, at the office of

the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or any number of the shares of the Preferred Stock represented by such certificate or certificates without any payment to the Company by the holder for such conversion. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The date of receipt of such certificates and notice by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) shall be the conversion date ("Conversion Date"). The Corporation shall, as soon as practicable after the Conversion Date, issue and deliver at such office to such holder of Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, together with cash in lieu of any fraction of a share.

(ii) Reservation of Common Stock. The Corporation shall at all times when the Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Common Stock or other securities into which the Preferred Stock may then be convertible, as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock.

(iii) Unpaid Dividends. Upon any conversion, no adjustment to the Conversion Shares shall be made for any accrued and unpaid dividends on the Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

(iv) No Rights. All shares of Preferred Stock that have been surrendered for conversion as herein provided or are subject to automatic conversion under subsection 4(b), whether or not surrendered, shall no longer be deemed to be outstanding and all rights with respect to such shares, including the rights, if any, to receive notices and to vote, shall immediately cease and terminate on the Conversion Date, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and payment of any accrued and unpaid dividends thereon.

(e) Adjustments of Conversion Shares. In case the Company shall hereafter (i) declare a dividend or a distribution on its Common Stock payable in shares of its Common Stock, (ii) subdivide its outstanding shares of Common Stock, (iii) combine its outstanding Common Stock into a smaller number of shares, or (iv) issue other securities of the Company by reclassification of its Common Stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), the number and kind of Conversion Shares at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted so that the owner of any Preferred Stock converted after such date shall be entitled to receive the number and kind of Conversion Shares which, if such Preferred Stock had been converted immediately prior to such time, he would have owned upon such conversion and been entitled to receive upon such dividend, distribution, subdivision, combination or reclassification. Such adjustment shall be made successively whenever any event listed above shall occur; appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made to apply the provisions in this Section 4 to any Conversion Shares which are not Common Stock in a manner as similar as possible to that for the Common Stock.

(f) Adjustment for Merger or Reorganization. Etc. In case of any consolidation or merger of the Corporation with or into another corporation or the sale of all or substantially all of the assets of the Corporation to another corporation, each share of Preferred Stock shall automatically convert into the kind and amount of shares of stock or other securities or property to which a holder of the number of shares of Common Stock of the Corporation deliverable upon conversion of such Preferred Stock

would have been entitled upon such consolidation, merger or sale; appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made to apply the provisions in this Section 4 to any Conversion Shares which are not Common Stock in a manner as similar as possible to that for the Common Stock.

(g) No Impairment. The Corporation will not, by amendment of its Articles of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Preferred Stock against impairment.

(h) Notice of Record Date. In the event:

(i) That the Corporation declares a dividend (or any other distribution) on its Common Stock payable in Common Stock or other securities of the Corporation;

(ii) That the Corporation subdivides or combines its outstanding shares of Common Stock;

(iii) Of any reclassification of the Common Stock of the Corporation (other than a subdivision or combination of its outstanding shares of Common Stock or a stock dividend or stock distribution thereon), or of any consolidation or merger of the Corporation into or with another corporation, or of the sale of all or substantially all of the assets of the Corporation; or

(iv) Of the involuntary or voluntary dissolution, liquidation or winding up of the Corporation; then the Corporation shall cause to be filed at its principal office or at the office of the transfer agent of the Preferred Stock, and shall cause to be mailed to the holders of the Preferred Stock at their last addresses as shown on the records of the Corporation or such transfer agent, at least 20 days prior to the record date specified below in subparagraph (A) or 20 days before the date specified below in subparagraph (B), a notice stating:

(A) The record date of such dividend, distribution, subdivision or combination, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, subdivision or combination are to be determined; or

(B) The date on which such reclassification, consolidation, merger, sale, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, dissolution or winding up.

(i) Special Anti-Dilution. In the event that the number of shares issuable upon exercise of the warrant issued to Banque IndoSuez would cause a dilution of the ownership of outstanding Preferred Stock to less than 49.74874% of the total outstanding stock of the Corporation had such warrant been exercised at the date of original issuance of the Preferred Stock, the Conversion Shares shall be increased such that the ownership of the Preferred Stock would have constituted 49.74874% of the total outstanding stock of the Corporation at the date of original issuance assuming such warrant had been exercised at such time.

5. Optional Redemption at the Shareholder's Election.

(a) Election and Valuation. Commencing January 1, 1999, within 30 days after the end of each fiscal quarter, the Corporation shall provide to each record holder of shares of Preferred Stock a written statement setting forth the actual earnings before interest, taxes, depreciation and amortization of the Corporation ("EBITDA") for such fiscal quarter, the net value of plant, property and equipment of the Corporation ("PP&E") for such fiscal quarter, and the ratio between such EBITDA and PP&E ("EBITDA/PP&E Statement"). Such ratio shall be based on cumulative

average results beginning with the calendar quarter beginning July 1, 1999 and rolling forward with each calendar quarter to become a trailing twelve (12) month calculation. EBITDA shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP").

Commencing with the quarter starting July 1, 1999, if the ratio between EBITDA and PP&E as set forth on an EBITDA/PP&E Statement is less than fifty percent (50%) of the projected EBITDA/PP&E ratio calculated by using the projections of the Corporation delivered to the holders of Preferred Stock on December 18, 1996 by the Corporation (as modified in the Stock Purchase Agreement between the Corporation and KLT dated December 31, 1996, to a quarterly basis), then for a period of thirty (30) days following delivery of such EBITDA/PP&E Statement the holders of at least seventy-five percent (75%) of the then outstanding shares of Preferred Stock shall have the option, exercisable by giving a written notice (revocable for a period of thirty (30) days) to the Corporation (a "Shareholder Redemption Notice"), to require the Corporation to redeem all of the shares of Preferred Stock outstanding on the one hundred eightieth (180th) day after delivery of such notice (a "Shareholder Redemption Date") and the holders of Preferred Stock shall be obligated to tender such shares for redemption (other than such shares of Preferred Stock as have been tendered by such shareholders for conversion pursuant to Section 4(a) prior to the close of business on the thirtieth (30th) day after delivery of the Shareholder Redemption Notice).

Commencing with the quarter starting July 1, 1999, if the EBITDA and PP&E set forth on any EBITDA/PP&E Statement for a fiscal quarter shall not be materially the same as the EBITDA and PP&E reflected on the annual audited financial statements of the Corporation covering such quarter, then for a period of thirty (30) days following the date such annual audited financial statements are delivered to the holders of Preferred Stock pursuant to Section 6.1 of the Stock Purchase Agreement the holders of at least seventy-five percent (75%) of the then outstanding shares of Preferred Stock shall have the option, exercisable by giving a written notice (revocable for a period of thirty (30) days) to the Corporation (a "Shareholder Redemption Notice"), to require the Corporation to redeem all of the shares of Preferred Stock outstanding on the one hundred eightieth (180th) day after delivery of such notice (a "Shareholder Redemption Date") and the holders of Preferred Stock shall be obligated to tender such shares for redemption (other than such shares of Preferred Stock as have been tendered by such shareholders for conversion pursuant to Section 4(a) prior to the close of business on the thirtieth (30th) day after delivery of the Shareholder Redemption Notice).

The Preferred Stock shall be redeemed on a Shareholder Redemption Date for a price per share equal to the Redemption Price (defined in section 5(b)).

(b) Redemption Price. The "Redemption Price" for all purposes in this Certificate of Designation shall be equal to the amount that would provide an IRR of at least twenty-five percent (25%) per annum on a cumulative basis, pre-tax from the First Issue Date. IRR means the discount rate that equates (i) the present value (to the First Issue Date) of the aggregate Redemption Price with (ii) the present value (to the First Issue Date) of the total investments made by KLT on the Original Issue Dates for the Preferred Stock. For purposes of calculating IRR, any antecedent debt and all property (including without limitation any antecedent debts or limited liability company interests) shall be deemed to be contributed on the First Issue Date in cash at its face value.

(c) Participation by Board. The members of the Corporation's Board of Directors designated or nominated by the holders of shares of Preferred Stock pursuant to the terms of the Shareholder's Agreement between the Corporation and KLT dated December 31, 1996 ("Shareholder's Agreement"), shall recuse themselves from consideration of, and voting upon the subject of the Corporation's financing of any redemption of the shares of Preferred Stock pursuant to this Section 5.

(d) Payment and Surrender. At least fifteen (15) days prior to a Shareholder Redemption Date, which shall be no later than one hundred eighty (180) days from the date of a Shareholder Redemption Notice, the Corporation shall mail written notice, by first class or registered mail, postage prepaid, to each holder of record of Preferred

Stock, at his, her or its address last shown on the records of the transfer agent of the Preferred Stock (or the records of the Corporation, if it serves as its own transfer agent), notifying such holder of such redemption and specifying the Shareholder Redemption Date, the Redemption Price, and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his or its certificate or certificates representing the shares to be redeemed (such notice, the "Closing Notice"). On or prior to a Shareholder Redemption Date, each holder of shares of Preferred Stock to be redeemed shall surrender his or its certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Closing Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. The Redemption Price due to each holder shall be payable by delivery on the Shareholder Redemption Date of a certified or bank cashier's check in an amount equal to one hundred percent (100%) of the aggregate Redemption Price due to such holder.

(e) Termination. Notwithstanding anything contained herein, the provisions contained in this Section 5 shall terminate and be of no further force and effect upon the closing of the sale of shares of Common Stock or debt securities in a Public Offering.

6. Optional Redemption at the Corporation's Election.

(a) Election and Valuation. From and after April 1, 1999, the Corporation shall have the option, exercisable by giving a revocable written notice to the holders of shares of Preferred Stock (a "Corporation Redemption Notice"), to require such holders to sell to the Corporation all of the shares of Preferred Stock outstanding on the one hundred fiftieth (150th) day after delivery of such notice (a "Corporation Redemption Date"). On such Corporation Redemption Date all holders of shares of Preferred Stock (other than such shares of Preferred Stock as have been tendered by such shareholders for conversion pursuant to Section 4(a) prior to the close of business on the thirtieth (30th) day after delivery of the such Corporation Redemption Notice) shall be required to sell such shares to the Corporation at the Redemption Price calculated pursuant to Section 5(b). Within forty-five days of delivery of the such Corporation Redemption Notice the Corporation shall give notice of the Corporation's computations of the Redemption Price (the "Valuation Notice") to the holders of the shares of Preferred Stock then outstanding. Such Valuation Notice shall set forth such detail as is reasonably requested.

(b) Participation by Board. The members of the Corporation's Board of Directors designated or nominated by the holders of shares of Preferred Stock pursuant to the terms of the Shareholder's Agreement, shall recuse themselves from consideration of, and voting upon the subject of the Corporation's financing of any redemption of the shares of Preferred Stock pursuant to this Section 6.

(c) Payment and Surrender. The Corporation Redemption Notice shall be a written notice, mailed by first class or registered mail, postage prepaid, to each holder of record of Preferred Stock, at his, her or its address last shown on the records of the transfer agent of the Preferred Stock (or the records of the Corporation, if it serves as its own transfer agent), notifying such holder of such redemption, specifying the Corporation Redemption Date, the Redemption Price (subject to adjustment for any shares of Preferred Stock converted pursuant to Section 4(a)) and the date on which such holder's Conversion Rights (pursuant to Section 4 hereof) as to such shares terminate and calling upon such holder to surrender to the Corporation, in the manner and at the place designated, his or its certificate or certificates representing the shares to be redeemed. On or prior to the Corporation Redemption Date, each holder of shares of Preferred Stock to be redeemed shall surrender his or its certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Corporation Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. The Redemption Price due to each holder shall be payable by delivery on the Corporation Redemption

Date of a certified or bank cashier's check in an amount equal to one hundred percent (100%) of the aggregate Redemption Price due to such holder.

(d) Termination. Notwithstanding anything contained herein, the provisions contained in this Section 6 shall terminate and be of no further force and effect upon the closing of the sale of shares of Common Stock or debt securities in a Public Offering.

BY-LAWS
OF
DIGITAL TELEPORT, INC.
(adopted April 26, 1996)

(restated, with all amendments, through April 19,
2001)

ARTICLE I

SHAREHOLDERS

Section 1.1. ANNUAL MEETINGS. An annual meeting of shareholders shall be held for the election of directors at such date, time and place either within or without the State of Missouri as may be designated by the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

Section 1.2. SPECIAL MEETINGS. Special meetings of shareholders may be called at any time by the Chairman of the Board, if any, the Vice Chairman of the Board, if any, the President or the Board of Directors, to be held at such date, time and place either within or without the State of Missouri as may be stated in the notice of the meeting.

Section 1.3. NOTICE OF MEETINGS. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the shareholder at his address as it appears on the records of the Corporation.

Section 1.4. ADJOURNMENTS. Any meeting of shareholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 1.5. QUORUM. At each meeting of shareholders, except where otherwise provided by law or the articles of incorporation or these by-laws, the holders of a majority of the outstanding shares of each class of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum, the shareholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided by Section 1.4 of these by-laws until a quorum shall attend. Shares of its own capital stock belonging on the record date for the meeting to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. ORGANIZATION. Meetings of shareholders shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. VOTING; PROXIES. Except as otherwise provided by the General and Business Corporation Law of Missouri or by the articles of incorporation of the corporation or any amendments thereto, every shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share of the capital stock of the corporation held by such shareholder entitled to vote thereon, except that no proxy shall be voted after eleven months from its date unless otherwise provided in the proxy. All cumulative voting rights of shareholders are hereby denied so that each holder of the capital stock shall only be entitled to one vote per share of capital stock in all elections of directors. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the Board of directors specifically confers authority to vote with respect thereto, which may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 1.8. FIXING DATE FOR DETERMINATION OF SHAREHOLDERS OF RECORD. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed: (1) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining shareholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed; and (3) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

Section 1.9. LIST OF SHAREHOLDERS ENTITLED TO VOTE. The Secretary shall prepare and make, at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any shareholder who is present.

Section 1.10. CONSENT OF SHAREHOLDERS IN LIEU OF MEETING. Unless otherwise provided in the articles of incorporation, any action required by law to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding stock.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. POWERS; NUMBER; QUALIFICATIONS. The business and affairs of the Corporation shall be managed by the Board of

Directors, except as may be otherwise provided by law or in the articles of incorporation. The number of directors which shall constitute the Board of directors shall not be less than three and shall be established from time to time by resolution of the directors, provided, however, that any change in the number of directors shall be reported to the Secretary of State of Missouri within thirty calendar days of such change. A director shall not be required to be a resident of the State of Missouri nor a shareholder of the corporation.

Section 2.2. ELECTION; TERM OF OFFICE; RESIGNATION; REMOVAL; VACANCIES. Each director shall hold office until the annual meeting of shareholders next succeeding his election and until his successor is elected and qualified or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Board of Directors or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective.

Section 2.3. REGULAR MEETINGS. Regular meetings of the Board of Directors will be held quarterly on such dates and at such places within or without the State of Missouri as determined by the Board of Directors, and if so determined, notice thereof need not be given.

Section 2.4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be held at any time or place within or without the State of Missouri whenever called by the Chairman of the Board, if any, by the Vice Chairman of the Board, if any, by the President or by any two directors. Reasonable notice thereof shall be given by the person or persons calling the meeting.

Section 2.5. TELEPHONIC MEETINGS PERMITTED. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

Section 2.6. QUORUM; VOTE REQUIRED FOR ACTION. At all meetings of the Board of Directors a majority of the members of the entire Board present in person shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting in person at which a quorum is present shall be the act of the Board unless the articles of incorporation or these by-laws shall require a vote of a greater number. In case at any meeting of the Board a quorum shall not be present, the members of the Board present may adjourn the meeting from time to time until a quorum shall attend.

Section 2.7. ORGANIZATION. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his absence by the Vice Chairman of the Board, if any, or in his absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken at any meeting of the Board of directors, or of any committee thereof, may be taken without a meeting if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed by the secretary with the minutes or proceedings of the board of committee.

ARTICLE III

COMMITTEES

Section 3.1. COMMITTEES. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or

disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the shareholders a dissolution of the Corporation or a revocation of dissolution, removing or indemnifying Directors or amending these by-laws; and, unless the resolution expressly so provided, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 3.2. [Reserved]

Section 3.3. COMMITTEE RULES. Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these by-laws.

ARTICLE IV

OFFICERS

Section 4.1. OFFICERS; ELECTION; QUALIFICATION; TERM OF OFFICE; RESIGNATION; REMOVAL; VACANCIES. As soon as practicable after the annual meeting of shareholders in each year, the Board of Directors shall elect a President and a Secretary, and it may, if it so determines, elect from among its members a Chairman of the Board and a Vice Chairman of the Board. The Board may also elect one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and may give any of them such further designations or alternate titles as it considers desirable. Each such officer shall hold office until the first meeting of the Board after the annual meeting of shareholders next succeeding his election, and until his successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election or appointment of an officer shall not of itself create contractual rights. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

Section 4.2. POWERS AND DUTIES OF EXECUTIVE OFFICERS. The officers of the Corporation shall have such powers and duties in the management of the Corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his duties.

ARTICLE V

STOCK

Section 5.1. CERTIFICATES. Every holder of stock in the Corporation shall be

entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by him in the Corporation. If such certificate is manually signed by one officer or manually countersigned by a transfer agent or by a registrar, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 5.2. LOST, STOLEN OR DESTROYED STOCK CERTIFICATES; ISSUANCE OF NEW

CERTIFICATES. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

MISCELLANEOUS

Section 6.1. BY-LAWS SUBJECT TO SHAREHOLDERS'

AGREEMENT. At any time that the Corporation is bound by the Shareholders' Agreement, dated as of February 6, 2001, by and among the Corporation (as successor-in-interest to Digital Teleport, Inc.) and certain shareholders named therein, as the same may be modified or amended from time to time (the "Shareholders' Agreement"), then, whether or not expressly so stated in these by-laws or such Shareholders' Agreement, any term or provision of these by-laws that is modified or superseded by any term or provision of such Shareholders' Agreement shall not be deemed contained in these by-laws except as so modified or superseded, and any term or provision of such Shareholders' Agreement that is contrary to or inconsistent with any term or provision of these by-laws shall, notwithstanding these by-laws, govern and control the matter subject thereto.

Section 6.2. FISCAL YEAR. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 6.3. SEAL. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 6.4. WAIVER OF NOTICE OF MEETINGS OF SHAREHOLDERS, DIRECTORS AND

COMMITTEES. Whenever notice is required to be given by law or under any provision of the certificate of incorporation or these by-laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, 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 shareholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the articles of incorporation or these by-laws.

Section 6.5. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES. The

Corporation shall indemnify to the full extent authorized by law any person made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation or serves or served any other enterprise

as a director, officer or employee at the request of the Corporation or any predecessor of the Corporation. The Corporation may, in the sole discretion of the Board of Directors, indemnify to the full extent authorized by law any person made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was an employee of the Corporation or any predecessor of the Corporation.

Section 6.6. INTERESTED DIRECTORS; QUORUM. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if: (1) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by majority vote of the shareholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board, a committee thereof or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

Section 6.7. FORM OF RECORDS. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 6.8. [Reserved]

Articles of Organization
Of
Digital Teleport Nationwide LLC

1. The name of the limited liability company is: Digital Teleport Nationwide LLC.
2. The purpose for which the limited liability company is organized is the transaction of any and all lawful business for which limited liability companies may be organized.
3. The name and address of the limited liability company's registered agent in Missouri is: Digital Teleport, Inc. 8112 Maryland Avenue, 4th Floor, St. Louis, MO 63105.
4. The Management of the limited liability company is not vested in one or more managers.
5. The number of years the limited liability company is to continue shall be perpetual.
6. The name and street address of the organizer is: David J. Haydon, 10740 Nall, Suite 230, Overland Park, Kansas 66211.
7. For tax purposes, the limited liability company shall not be considered a corporation.

In affirmation thereof, the facts stated above are true.

/s/David J. Haydon

ARTICLES OF INCORPORATION
OF
DIGITAL TELEPORT OF VIRGINIA, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation authorized by law to issue shares, pursuant to the provisions of the Virginia Stock Corporation Act, Chapter 9 of Title 13.1 of the Code of Virginia.

FIRST: The corporate name for the corporation (hereinafter called the "corporation") is Digital Teleport of Virginia, Inc.

SECOND: The total number of shares of capital stock which the corporation shall have authority to issue is 1,000 shares of common stock, par value \$.01 per share.

THIRD: The post office address with street and number of the initial registered office of the corporation in the Commonwealth of Virginia is c/o McSweeney Burtch & Crump, P.C., 11 South 12th Street, Richmond, Virginia 23219. The county or city in the Commonwealth of Virginia in which the said registered office of the corporation is located is the City of Richmond.

The name of the initial registered agent of the corporation at the said registered office is Beverly L. Crump. The said initial registered agent meets with the requirements of Section 13.1-619 of the Virginia Stock Corporation Act, inasmuch as he is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The business office of the said registered agent of the corporation is identical with the said registered office of the corporation.

FOURTH: No holder of any of the said shares of any class of the corporation shall be entitled as of right to subscribe for, purchase, or otherwise acquire any shares of any class of the corporation which the corporation proposes to issue or any rights or options which the corporation proposes to grant for the purchase of shares of any class of the corporation or for the purchase of any shares, bonds, securities, or obligations of the corporation which are convertible into or exchangeable for, or which carry any rights, to subscribe for, purchase, or otherwise acquire shares of any class of the corporation; and any and all of such shares, bonds, securities, or obligations of the corporation, whether now or hereafter authorized or created, may be issued, or may be reissued if the same have been reacquired and if their reissue is not prohibited, and any and all of such rights and options may be granted by the Board of Directors to such individuals and entities, and for such lawful consideration, and on such terms, as the Board of Directors in its discretion may determine, without first offering the same, or any thereof, to any said holder.

FIFTH: The purposes or purposes for which the corporation is organized are to conduct business as a public service company for the purpose of providing telephony service in the Commonwealth of Virginia. The corporation shall not conduct any other kind of public service business in the Commonwealth of Virginia and shall not have general business powers in the Commonwealth of Virginia provided, however, that the corporation may conduct in the Commonwealth of Virginia such other public service business or nonpublic service business so far as may be related to or incidental to its public service business described above, and provided, further, that the corporation may conduct in any other state any such business as may be authorized or permitted by the laws thereof

SIXTH: The names and the addresses of the individuals who are to serve as the initial directors of the corporation are:

Richard D. Weinstein	Jerome W. Sheehy
8112 Maryland Ave.	8112 Maryland Ave.
4th floor	4th floor
St. Louis, MO 63105	St. Louis, MO 63105

SEVENTH: Regarding the management of the business

and the regulation of the affairs of the corporation, and for defining, limiting, and regulating the powers of the corporation, its directors, and shareholders, it is further provided:

The corporation shall, to the fullest extent permitted by the provisions of the Virginia Stock Corporation Act, as the same may be amended and supplemented, indemnify, any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

EIGHTH: The duration of the corporation shall be perpetual.

Signed on September 14, 1998.

/s/Connie B. Walsh
Connie B. Walsh, Incorporator

BY-LAWS

OF

DIGITAL TELEPORT OF VIRGINIA, INC.

BY-LAWS

OF

DIGITAL TELEPORT OF VIRGINIA, INC.

ARTICLE 1

SHAREHOLDERS' MEETINGS

Section 1.1 Annual Meetings. An annual meeting of shareholders shall be held during the month of April on such date and at such time as determined by the board of directors and as indicated in the notice of such meeting. Every meeting of the shareholders shall be convened at the hour stated in the notice for said meeting and continue until declared adjourned by a vote of the shareholders present or declared adjourned by the presiding officer. At such meeting, a board of directors shall be elected and such other business shall be transacted as may properly be brought before the meeting.

Section 1.2 Notice of Annual Meeting. Written or printed notice of the annual meeting stating the place, day and hour of the meeting shall be delivered or given, either personally or by mail, to each shareholder of record entitled to vote thereat at such address as appears on the books of the corporation, not less than ten or more than sixty days before the date of the meeting except that notice of a shareholders' meeting to act on an amendment of the articles of incorporation, a plan of merger or share exchange, a proposed sale of assets pursuant to Section 13.1-724 of the Virginia Stock Corporation Act, or the dissolution of the corporation shall be given not less than twenty-five nor more than sixty days before the meeting date.

Section 1.3 Special Meetings. Special meetings of the shareholders or of the holders of any special class of stock of the corporation may be called by the chairman of the board or the president at any time unless otherwise provided by law, and shall be directed to do so by resolution of the board of directors or whenever shareholders owning not less than one-fifth of all the shares issued and outstanding and entitled to vote at the particular meeting shall request such a meeting in writing. Such request shall be delivered to the president of the corporation and shall state the purpose or purposes of the proposed meeting. Upon such direction or request, it shall be the duty of the president to call a special meeting of the shareholders to be held at anytime, not less than ten (10) nor more than sixty (60) days thereafter, as the president may fix except that notice of a shareholders' meeting to act on an amendment of the articles of incorporation, a plan of merger or share exchange, a proposed sale of assets pursuant to Section 13.1-724 of the Virginia Stock Corporation Act, or the dissolution of the corporation shall be given not less than twenty-five nor more than sixty days before the meeting date. If the president shall neglect to issue such call, the person or persons making such direction or request may issue the call. The business transacted at any special meeting of shareholders shall be confined to the purposes stated in the notice.

Section 1.4 Notice of Special Meeting. Written or printed notice of a special meeting of shareholders, stating the place, day, hour and purpose or purposes thereof, shall be delivered or given, either personally or by mail, to each shareholder of record entitled to vote thereat at such address as appears on the books of the corporation, not less than ten or more than seventy days before the date of the meeting.

Section 1.5 Place of Meetings. All meetings of the shareholders shall be held at the principal business office of the corporation or at such other place as the board of directors may specify in the notice of such meeting.

Section 1.6 Quorum: Adjournment. A majority of the shares issued and outstanding and entitled to vote thereat, represented in person or by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business, except as otherwise provided by statute. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time for successive periods of not more than ninety days, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally scheduled.

Section 1.7 Voting. When a quorum is present at any meeting, the vote of the holders of a majority of the shares having voting power represented in person or by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, the articles of incorporation, or these by-laws, a different vote is required, in which case such express provision shall govern and control the decision of such questions.

At any meeting of the shareholders, every shareholder having the right to vote shall be entitled to vote in person, or by proxy appointed by a proper instrument in writing subscribed by the shareholder or by his/her duly authorized attorney-in-fact. Each shareholder shall have one vote for each share having voting power, registered in his/her name on the books of the corporation.

Section 1.8 Action by Consent. Any action which may be taken at any meeting of the shareholders may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Section 1.9 Waiver of Notice . Whenever any notice is required to be given, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 2

DIRECTORS

Section 2.1 Number. Election and Term. Unless and until changed by the board of directors by amendment to this by-law, the number of directors to constitute the board of directors shall be two.

The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director shall serve until the next succeeding annual meeting of shareholders and until his/her successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of the shareholders.

Section 2.2 Resignation: Vacancy. Any director of the corporation may resign at any time by giving written notice of such resignation to the board of directors, the chairman of the board, the president, any vice president or the secretary of the corporation. Any such resignation shall take effect at the time specified therein or, if no time be specified, upon receipt thereof by the board of directors or one of the above-named officers; and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

If the office of a director becomes vacant for any reason, the remaining directors shall choose a successor or successors who shall hold office for the unexpired term in respect of which such vacancy occurred or until the next election of directors.

Section 2.3 First Meeting of Newly Elected Board. The first meeting of each newly elected

board shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting provided a quorum shall be present, or they may meet at such place and time as shall be fixed by the consent in writing of all the directors.

Section 2.4 Regular Meetings.

Regular meetings of the board of directors shall be held at such places, within or without the Commonwealth of Virginia, and on such days and at such times as shall be fixed from time to time by the board of directors. Notice of such regular meetings need not be given.

Section 2.5 Special Meetings.

Special meetings of the board may be held at any time and place, within or without the Commonwealth of Virginia, upon the call of the chairman of the board, the president or secretary of the corporation by oral, written, telegraphic, facsimile transmission or any other mode of notice duly given, sent or mailed to each director, at such director's last known address, not less than two (2) days before such meeting provided.

Section 2.6 Quorum: Adjournment.

At all meetings of the board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 2.7 Place of Meetings.

The directors may hold their meetings at the principal business office of the corporation or at such other place as they may determine.

Section 2.8 Board Committees.

The board may designate an executive committee and one or more other committees, each committee to consist of one or more directors of the corporation. Any such committee, to the extent provided in any such resolution, shall have and may exercise all the powers and authority of the board in the management of the business and affairs of the corporation.

Section 2.9 Participation via

Conference Telephone. Members of the board of directors or of any committee designated by the board of directors may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 2.10 Waiver of Notice .

Whenever any notice is required to be given, a waiver thereof in writing, by telegram or facsimile transmission from the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 2.11 Attendance Constitutes

Waiver of Notice. Attendance of a director at any meeting shall constitute a waiver of notice of the 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.

Section 2.12 Action by Consent.

Any action which is required to be or may be taken at a meeting of the directors may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all the directors.

Section 2.13 Compensation of

Directors . Directors, as such, shall not receive any stated salary for their services, but by resolution of the board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the board; provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

OFFICERS

Section 3.1 Number. Election. Salary and Term. The officers of the corporation shall be a president and a secretary who shall be chosen by the board of directors at its first meeting after each annual meeting of shareholders. The board of directors may also choose a chairman of the board, one or more vice chairman, one or more vice presidents, one or more of which may be designated as senior vice presidents or executive vice presidents, a treasurer, and one or more assistant secretaries and assistant treasurers.

The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

The officers of the corporation shall hold office until their successors are chosen.

Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the whole board of directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the board of directors.

Section 3.2 Chief Executive Officer. The chief executive officer shall have general and active management of the affairs of the corporation.

Section 3.3 Chairman of the Board. The chairman of the board, if any, shall preside at all meetings of the shareholders and directors at which he/she is present and shall perform such other duties as the board of directors or these by-laws may prescribe.

Section 3.4 Vice Chairmen. In the absence of the chairman of the board, the vice chairmen, if any, in order of their seniority, shall perform the duties and exercise the powers of the chairman of the board, preside at all meetings of the shareholders and directors at which any are present and perform such other duties as the board of directors may prescribe.

Section 3.5 President/Chief Executive Officer. In the absence of the chairman of the board and any vice chairmen, the president shall preside at all meetings of the shareholders and directors at which he/she is present. If no officer has been expressly designated as chief executive officer by the board of directors, the president shall be chief executive officer of the corporation, with the powers and duties which attach to such position. He/she shall perform such duties as the board of directors may prescribe and shall see that all orders and resolutions of the board are carried into effect.

The president shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 3.6 Senior Vice Presidents and Executive Vice Presidents. Senior vice presidents and executive vice presidents shall perform such duties and exercise such powers as shall be delegated by the chief executive officer or as shall be designated by the board of directors.

Section 3.7 Vice Presidents. Vice presidents shall perform such duties and exercise such powers as shall be delegated by the chief executive officer or as shall be designated by the board of directors.

Section 3.8 Secretary and Assistant Secretaries. The secretary shall keep or cause to be kept a record of all meetings of the shareholders and the board of directors and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He/she shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or chief executive officer, under whose

supervision he/she shall be. He/she shall keep in safe custody the seal of the corporation and shall affix the same to any instrument requiring it.

The assistant secretaries, if any, in order of their seniority shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties as the board of directors may prescribe.

Section 3.9 Treasurer and Assistant Treasurers. The treasurer, if any, shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors and shall perform such other duties as the board of directors may prescribe.

The treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the chairman of the board, chief executive officer, president and directors, at the regular meetings of the board, or whenever they may require it, an account of all his/her transactions as treasurer and of the financial condition of the corporation.

If required by the board of directors, the treasurer shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board for the faithful performance of the duties of his/her office and for the restoration to the corporation, in case of his/her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control belonging to the corporation.

The assistant treasurers, if any, in the order of their seniority shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties as the board of directors may prescribe.

ARTICLE 4

CAPITAL STOCK

Section 4.1 Share Certificates. The certificates representing shares of the corporation shall be numbered and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the president and the secretary or by such other officers authorized so to do by law and shall bear the corporate seal or a facsimile thereof.

Section 4.2 Transfer of Stock. Upon surrender to the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 4.3 Registered Shareholders. The corporation shall be entitled to treat the holder of record of any share or shares as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereon except as otherwise provided by law.

Section 4.4 Closing of Transfer Books and Fixing of Record Date. The board of directors shall have the power to close the transfer books of the corporation for a period not exceeding fifty (50) days preceding the date of any meeting of shareholders, or the date for payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of shares shall go into effect; provided, however, that in lieu of closing the transfer books as aforesaid, the board of directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of shareholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or

conversion or exchange of shares shall go into effect, as a record date for the determination of the shareholders entitled to notice of, and to vote at any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend, or to any such allotment of rights, or entitled to exercise the rights in respect of any such change, conversion or exchange of shares. In such case only the shareholders who are shareholders of record on the record date so fixed shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the date of closing of the transfer books or the record date fixed as aforesaid.

Section 4.5 Lost Certificate. The holder of any shares of stock of the corporation shall immediately notify the corporation and its transfer agents and registrars, if any, of any loss or destruction of the certificates representing the same. The corporation may issue a new certificate in the place of any certificate theretofore issued by it which is alleged to have been lost or destroyed and the board of directors may require the owner of the lost or destroyed certificate or such owner's legal representative to give the corporation a bond in such sum and in such form as the board of directors may direct or approve, and with such surety or sureties as may be satisfactory to the board of directors, to indemnify the corporation and its transfer agents and registrars, if any, against any claim or liability that may be asserted against or incurred by it or any transfer agent or registrar on account of the alleged loss or destruction of any such certificate or the issuance of such new certificate. A new certificate may be issued without requiring any bond when, in the judgment of the board of directors, it is proper so to do. The board of directors may delegate to any officer or officers of the corporation any of the powers and authorities contained in this section.

ARTICLE 5

DIVIDENDS

Dividends upon the issued shares of the corporation may be declared by the board of directors at any regular or special meeting pursuant to law.

Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE 6

FISCAL YEAR

The fiscal year of the corporation shall begin the 1st day of January in each year.

ARTICLE 7

SEAL

The corporate seal shall have inscribed thereon the name of the corporation, the state of incorporation, the words, Corporate Seal, and such other inscriptions as the board of directors may deem appropriate. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE 8

INDEMNIFICATION OF AND INSURANCE ON DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 8.1 Indemnification. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he/she is or

was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, to the fullest extent provided by law.

Section 8.2 Insurance. The directors shall have the power to cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability against him and incurred by him in any such capacity, arising out of his/her status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 9

ALTERATION, AMENDMENT OR REPEAL OF BY-LAWS

All by-laws of the corporation may be amended, altered or repealed, and new by-laws may be made, by the affirmative vote of a majority of the directors cast at any regular or special meeting at which a quorum is present provided that such authority has been delegated to the board of directors by the Articles of Incorporation; subject to the right of the shareholders to amend, alter or repeal those by-laws by the affirmative vote of the holders of record of a majority of the outstanding shares of stock of the corporation entitled to vote cast at any annual or special meeting.

STOCKHOLDERS AGREEMENT

THIS STOCKHOLDERS AGREEMENT is made and entered into this 29th day of May, 1998, by and among R. S. Andrews Enterprises, Inc., a Delaware corporation (the "Company"), Home Services Solutions Inc., a Missouri corporation ("Home Service") and R. Stephen Andrews ("Andrews"), a Georgia resident, individually and in his capacity as Voting Trustee and shareholder's representative under the Voting Trust (as defined below). For purposes of this Agreement, Home Service and Andrews shall hereinafter individually be referred to as a "Stockholder" and collectively be referred to as the "Stockholders."

RECITALS

A. Home Service currently owns 15,000,000 shares of the Company's Series A Convertible Preferred Stock, par value \$0.001 per share, and Andrews owns, individually and in his capacity as Voting Trustee, 15,000,000 shares of the Company's Common Stock, par value \$0.001 per share;

B. Andrews is the Voting Trustee and shareholder's representative under a Voting Trust Agreement dated May 22, 1998, a copy of which is attached hereto as Exhibit A, concerning certain shares of Common Stock of the Company ("Voting Trust") under which Andrews solely controls the voting of such shares for a period of ten (10) years and which results in Andrews currently being able to vote all of the issued and outstanding shares of Common Stock of the Company.

C. The shares of capital stock that can be voted by Home Service and Andrews (either individually or under the Voting Trust) constitute one hundred percent (100%) of the issued and outstanding capital stock of the Company, and shall hereinafter be referred to as the "Shares."

D. The Company, Home Service and Andrews believe it is in the best interests of the Company that the management of the Company be conducted in an orderly manner as hereinafter provided.

E. The Company, Home Service and Andrews further believe it is in the best interests of the Company and the Stockholders to make provision for the future disposition of the shares of capital stock of the Company which the Stockholders now own or may hereafter acquire.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Stockholders and the Company agree as follows:

1. **Scope of Agreement.** This Agreement shall apply to all Shares and to all other shares of capital stock of the Company that become issued and outstanding in the future (the "Future Shares"). Each Stockholder covenants, promises and agrees that he or it will not, voluntarily or involuntarily, by operation of law or otherwise, whether outright or as security, sell, assign, transfer, mortgage, pledge, hypothecate or otherwise encumber or dispose of (hereinafter collectively referred to as a "Transfer"), with or without consideration, any or all of the Shares or Future Shares, except for the deposit by Andrews of certain Shares in escrow pursuant to the Escrow Agreement of even date herewith between Home Service, Andrews and SunTrust Bank, Atlanta, a Georgia banking corporation, as escrow agent (the "Escrow Agreement"), and except as permitted by this Agreement and in accordance with its terms. Any Transfer of a Stockholder's Shares or Future Shares, or any part thereof, although permitted under this Agreement, shall be deemed invalid, null and void, and of no force or effect, unless and until the transferee of such Shares or Future Shares shall have agreed in writing to the provisions of this Agreement, or unless such Transfer is permitted free and clear of restrictions pursuant to a separate written agreement of all Stockholders. The Company shall not permit the Transfer of any Shares or Future Shares to be made on the books of the Company unless the Transfer is permitted by this Agreement and is made in accordance with its terms, and any Transfer not permitted by this Agreement or not made in accordance with its terms shall be deemed invalid, null and void, and of no force or effect. The restrictions on Transfer of any Shares or Future Shares shall not be applicable to any Transfer expressly permitted under the Escrow Agreement or under that certain Employment Agreement of even date herewith between the Company and Andrews (the "Employment Agreement"), or to any Transfer resulting from the Stockholders' exercise of their respective rights under the Registration Rights Agreement (defined below).

2. **Board of Directors.**

(a) **Board Composition.** During the term of this Agreement, the Stockholders hereby agree that the Board of Directors of the Company shall initially be composed of five (5) members. Further, the Stockholders agree that the Board of

Directors will always consist of an odd number of Directors and that the size of the Board of Directors shall not be changed without the express written consent of both Home Service and Andrews.

(b) Home Service Board Representation. Home Service shall have the right, power and authority to nominate for election two (2) members (the "Home Service Directors") to the Company's Board of Directors at any annual or special meeting of the Stockholders, and Andrews (and any other Stockholders) hereby agree to take such action as may be necessary to cause the election of the Home Service Directors in accordance with the terms of this Agreement.

(c) Andrews Board Representation. Andrews shall have the right, power and authority to nominate for election two (2) members (the "Andrews Directors") to the Company's Board of Directors at any annual or special meeting of the Stockholders, and Home Service (and any other Stockholders) hereby agree to take such action as may be necessary to cause the election of the Andrews Directors in accordance with the terms of this Agreement.

(d) Independent Director. Andrews shall have the sole right, power and authority to nominate for election one (1) member (the "Independent Director") to the Company's Board of Directors at any annual or special meeting of the Stockholders. If Home Service does not agree to such nomination, Andrews shall continue to nominate one (1) member until such member is approved by Home Service. The parties agree that once such member's nomination is approved by Home Service, the Stockholders shall take such action as may be necessary to cause the election of such member.

(e) Procedure for Election. The Company shall provide to each party entitled to nominate for election members of the Board of Directors under Sections 2(b)-(d) prior written notice of any intended mailing of notice to Stockholders for a meeting at which Directors are to be elected, and any party entitled to nominate for election Directors under Sections 2(b)-(d) shall notify the Company in writing, prior to such mailing, of the person(s) designated by it or them as its or their nominee(s) for election as Director(s). At each annual meeting of the Stockholders, at each special meeting of the Stockholders involving the election of Directors of the Company, and at each other time at which the Stockholders will have the right to, or will, vote for or render consent in writing regarding the election of Directors of the Company, then and in each such event, the Stockholders covenant and agree to vote all of the Shares and Future Shares to cause and maintain the election to the Board of Directors of the Company of the Home Service Directors, the Andrews Directors, the Independent Director, and no others.

(f) Change in Number of Directors. If the number of members of the Board of Directors of the Company is changed, then, notwithstanding the provisions of Sections 2(b) and 2(c) above, each of Home Service and Andrews shall have the right, power and authority to nominate for election an equal number of members of the Board of Directors (totaling one (1) less than the number of Directors, as changed), pursuant to the terms of this Section 2, and Andrews shall have the sole right, power and authority to nominate for election the other member of the Board of Directors.

(g) Removal, Resignation and Vacancy of Directors. No Stockholder shall vote or take any other action to remove any Director that was nominated for election by the other Stockholders, except as provided below. In the event either Home Service or Andrews desires to remove a Director that has been elected as its own nominee to the Board of Directors of the Company, the other Stockholders shall vote for or consent to such removal. In the event a vacancy in the office of a Director is caused by death, resignation, retirement or removal of a Director, the vacancy shall be filled by appointing or electing the nominee of the Stockholder who had nominated for election the Director whose death, resignation, retirement or removal caused such vacancy, all in accordance with the terms of this Agreement, and the other Stockholders shall take such action as may be necessary to cause the election of such new number.

(h) Required Votes; Location of Meetings. Except as otherwise required by this Agreement, or applicable law, all actions of the Board of Directors shall be accomplished by the vote of at least a simple majority of all of the members of the Board of Directors. All meetings of the Board of Directors shall take place at a location mutually agreeable to the Stockholders.

(i) Expense Reimbursement and D&O Insurance. The Company hereby agrees to reimburse all reasonable expenses incurred by the members of the Board of Directors for expenses related to attendance and participation at meetings of the Board of Directors, but only upon due verification and documentation of such expenses. The Company shall also provide, if reasonably available, and at no cost to the individuals serving on its Board of Directors, directors and officers liability insurance.

agree that, except as otherwise provided in Section 7 below, the Company shall not take any of the following actions without the affirmative vote or consent of at least eighty percent (80%) of the members of the Board of Directors (and, to the extent Delaware law requires stockholder approval to take such action, without affirmative vote or consent of at least eighty percent (80%) of the issued and outstanding capital stock of the Company):

(a) amend, repeal or alter in any way the Certificate of Incorporation or Bylaws of the Company or any of its subsidiaries;

(b) merge or consolidate or agree to merge or consolidate the Company with or into any other legal entity, or convert the Company into any other legal entity, or authorize a share exchange;

(c) liquidate, dissolve, reorganize or recapitalize the Company or adopt any plan to do so;

(d) issue, sell or seek to register for a public offering any shares of capital stock of the Company or any options or rights to purchase any shares of capital stock of the Company, whether or not such shares have been previously authorized or issued, except for performing its obligations under Section 1.2(b) of the Stock Purchase Agreement by and among Company, Home Service and Andrews dated May 29, 1998 ("Stock Purchase Agreement"), and performing its obligations under that certain Registration Rights Agreement (the "Registration Rights Agreement") of even date herewith by and between the Company, Andrews and Home Service;

(e) declare or pay any dividends on, or make any other distributions upon or in respect of, or purchase, retire or retain any shares of the capital stock of the Company, or set aside any funds for such purposes except as otherwise set forth in the Employment Agreement between the Company and Andrews, or in Section 1.3(a) of the Stock Purchase Agreement;

(f) except as provided in the annual capital budget of the Company approved by the Board of Directors, make any capital expenditures or any capital additions or improvements requiring the payment of more than an agreed to amount for any one capital addition or improvement, or an aggregate of more than an agreed to amount in any 12-month period for all capital additions and improvements, except as may be involved in ordinary repairs, maintenance and replacement and minor plant and equipment additions;

(g) acquire any stock or assets of any legal entity or invest in or acquire any interest in any business enterprise;

(h) sell, lease, exchange, transfer or otherwise dispose of (1) all or substantially all the tangible, intangible or other assets of the Company or of any of its subsidiaries, or (2) all or substantially all of the trademarks, trade names, licenses, copyrights, patents, patent applications and other intellectual property owned or used by the Company or any of its subsidiaries, or (3) any stock of any other corporation or any investment or interest in any business enterprise, or (4) any other asset of the Company except in the ordinary course of business;

(i) approve or ratify the initial operating budget of the Company, including, without limitation, appropriations for advertising and promotional expenses;

(j) approve payment of the salary to be paid to each member of the Board of Directors or executive officer directly involved in operations, marketing, finance or acquisitions for the Company except for Andrews' salary and compensation, as agreed to in the Employment Agreement;

(k) agree to pay, conditionally or otherwise, any bonus, extra compensation, pension or any severance pay to any directors or executive officers directly involved in operations, marketing, finance or acquisitions for the Company or increase the compensation paid by the Company to any of its executive officers directly involved in operations, marketing, finance or acquisitions for the Company except for Andrews' salary and compensation, as agreed to in the Employment Agreement;

(l) increase or decrease, by resolution or otherwise, the number of directors constituting the entire Board of Directors;

(m) hire any professionals, including investment bankers, accountants or attorneys other than professionals needed only for the day to day operations of the business of the Company;

(n) request any additional capital contribution from its stockholders; or

(o) form an executive committee under the Bylaws of the Company.

4. Right of First Refusal.

(a) If any Stockholder shall make or receive a bona fide written offer (the "Transferee Offer"), to or from a third party (the "Transferee") for the purchase of all of the Shares or Future Shares owned by him or it (the "Offered Shares"), which such Stockholders (hereinafter referred to as the "Selling Stockholder") or the Transferee desires to accept, the Company and the other Stockholders (the "Non-Offering Stockholders") shall have the option (the "Option"), as hereinafter described, to collectively purchase all of the Offered Shares. The Selling Stockholder shall not be eligible to vote his or its Shares or Future Shares, or to cause the Directors nominated for election by him or it to vote, in favor of or against the exercise by the Company of its Option to purchase the Offered Shares.

(b) The Option price for the Offered Shares shall be the price contained in the Transferee Offer and shall be paid in cash.

(c) The Company shall have the initial opportunity to purchase all, but not less than all, of the Offered Shares. The Selling Stockholder shall give the Company and the Non-Offering Stockholders written notice (the "Notice") within thirty (30) days after the making or receipt by him or it of the Transferee Offer, together with a complete copy of said Transferee Offer and a statement as to the identity of the Transferee. The Company shall have a period of thirty (30) days from the receipt of such Notice (the "Notice Period"), to exercise in writing its Option to purchase all of the Offered Shares, by written notice to the Selling Stockholder (the "Exercise Notice").

(d) If the Company elects to exercise the Option herein granted as to all of the Offered Shares, the Exercise Notice shall fix a closing date for such purchase (the "Closing"), which shall be within sixty (60) days after the expiration of the Notice Period, and shall state the number of the Offered Shares to be purchased. The purchase price shall be payable in cash only.

(e) If the Company rejects or fails to exercise the Option herein granted as to all of the Offered Shares, the Non-Offering Stockholders shall have the opportunity to collectively purchase all of the Offered Shares. Not earlier than the expiration of the Notice Period, nor later than thirty (30) days after the expiration of the Notice Period, the Non-Offering Stockholders shall have the Option to collectively purchase all of the Offered Shares. Each Non-Offering Stockholder shall have the Option to purchase his or its "Proportion" of the Offered Shares, which is defined as a fraction, the numerator of which is equal to the total number of Shares and Future Shares owned by such Non-Offering Stockholder, and the denominator of which is the total number of Shares and Future Shares owned by all Non-Offering Stockholders. Each Non-Offering Stockholder who exercises his or its Option to purchase his or its Proportion of the Offered Shares shall do so by giving an Exercise Notice. In the event that any such Non-Offering Stockholder elects to purchase less than his or its Proportion, each of the remaining Non-Offering Stockholders shall be entitled to purchase a pro rata portion of such unpurchased Offered Shares. If the Non-Offering Stockholders elect to exercise the Option herein granted as to any of the Offered Shares, the purchase shall be within ninety (90) days after the expiration of the Notice Period and the purchase price shall be payable in cash only.

(f) If and to the extent the Company and the Non-Offering Stockholders collectively reject or fail to exercise the Option herein granted as to all of the Offered Shares, or if the exercise or purchase by the Company and the Non-Offering Stockholders is not made within the time periods specified herein, then the Selling Stockholder shall be free, for a period of thirty (30) days from the date of such failure to exercise or purchase, to Transfer all of the Offered Shares to the Transferee for the same price and on the same terms and conditions as set forth in the Notice, subject only to any additional restriction on such Transfer that may be imposed by any other agreement between the parties hereto, by statute, law, ordinance, rule or regulation, or by the Certificate of Incorporation or Bylaws of the Company. If the Selling Stockholder does not Transfer the Offered Shares to the Transferee within such thirty (30) day period, his or its right to Transfer the Offered Shares pursuant to this Section 4 with respect to the Transfer then under consideration shall cease and terminate. Any Transfer by a Selling Stockholder after the last day of such thirty (30) day period made without compliance with the terms, provisions and conditions of this Section 4 shall be absolutely null and void.

5. Option Upon Death. Except as otherwise set forth in the Employment Agreement, upon the death of any Stockholder, the Company shall have an irrevocable option to purchase any or all the Shares and Future Shares owned by him or her immediately prior to his or her death, his or her estate, or by any trust established by the deceased shareholder. The Company may exercise this option at any time within sixty (60) days after the Stockholder's death by delivering notice thereof in compliance with this Agreement. The purchase price of such Shares and

Future Shares shall be mutually agreed by the parties and shall be based upon an independent appraiser valuation as chosen by the Company in its sold discretion.

6. Co-Sale Rights. If any of the Stockholders (the "Selling Stockholders") proposes to sell any portion of his or its Shares or Future Shares (the "Third Party Sale") to a third party (the "Third Party") who is not an affiliate or relative of the Selling Stockholder, such Selling Stockholder shall first give written notice of the Third Party Sale to each other Stockholder, and each other Stockholder separately may elect to sell a portion of the Shares or Future Shares then owned by such other Stockholder to the same Third Party on the same terms and conditions as the Selling Stockholder (the "Co-Sale Right"). The number of Shares or Future Shares owned by each other Stockholder which shall be entitled to the Co-Sale Right in any instance (the "Offered Shares") shall be determined by multiplying the total number of Shares or Future Shares subject to the Third Party Sale by a fraction: (i) the numerator of which shall be the number of Shares and Future Shares then owned by such other Stockholder, and (ii) the denominator of which shall be the sum of all Shares and Future Shares then owned by all Stockholders. The Offered Shares shall be rounded down to the nearest whole number of shares and the total number of Shares and Future Shares the Selling Stockholder may convey pursuant to such Third Party Sale shall be reduced by the number of Offered Shares. Each other Stockholder shall notify the Selling Stockholder within thirty (30) days of receipt of the notice of the Third Party Sale, whether such other Stockholder wishes to exercise its Co-Sale Right, and if such other Stockholder does not give such notice in a timely manner, such right shall expire with respect to such instance. Upon the consummation of a sale pursuant to a Third Party Sale each other Stockholder exercising its Co-Sale Right shall make available for transfer its Offered Shares and shall be entitled to receive its pro rata share of the proceeds of such sale. The Co-Sale Right may be exercised any number of times but may not be transferred by a Stockholder under any circumstances. To the extent the Third Party refuses to purchase the Offered Shares, or any part thereof, from any Stockholder exercising its Co-Sale Right hereunder, the Selling Stockholder shall not sell to such Third Party any Shares or Future Shares, unless and until, simultaneously with such sale, the Selling Stockholder shall purchase such refused Offered Shares from the other Stockholder(s) on the same terms and conditions as the Selling Stockholder sells its or his Shares or Future Shares to the Third Party.

7. Condition to Exercise of Certain Rights. Notwithstanding any provision in this Agreement to the contrary, Home Service shall not be entitled to enforce or exercise its rights under the terms and conditions of Sections 2 and 3 of this Agreement unless Home Service makes all of the capital contributions described in, and otherwise complies with all of its obligations set forth in, Sections 1.2 and 1.3 of that certain Stock Purchase Agreement of even date herewith by and between Home Service, Andrews and the Company.

8. Limitation on Liquidation Preference. Notwithstanding anything in Section IV(C)(1)(a) of the Company's Certificate of Incorporation to the contrary, if the amount paid by Home Service to the Company to purchase its shares of Series A Convertible Preferred Stock is less than Fifteen Million Dollars (\$15,000,000), the Liquidation Preference (as such term is defined in the Certificate of Incorporation) shall be modified to be equal to the amount determine by dividing the actual amount paid by Home Service for such shares by three (3).

9. Additional Capital Contributions. From time to time, the Company may request each of the Stockholders to make additional capital contributions to the Company for working capital purposes or to assist the Company for acquisition activities. The Company shall make any such capital contribution requests to each of the Stockholders by delivering a notice by certified mail to each Stockholder setting forth the aggregate amount of said capital contribution and the pro-rata portion that each Stockholder is requested to make of such capital contribution. Within sixty (60) days of receipt of such notice, each of the Stockholders shall be entitled to make his or its pro-rata capital contribution by delivering to the Company a certified check in the amount of the contribution. Thereafter, the Company shall issue to each Stockholder making the contribution such Future Shares of Common Stock (except for Home Service, who shall be issued shares of Series A Convertible Preferred Stock of the Company) as are calculated by dividing the capital contribution made by each Stockholder by the fair market value of each of the Future Shares at the time of the contribution. The parties agree that the fair market value of the Future Shares shall be determined by agreement of the parties hereto, or, if the parties cannot agree upon such value, by appraisal by one or more third party appraisers with significant experience in valuing entities like the Company. In the event that any Stockholder fails to make the capital contribution, the remaining Stockholders may elect to make such capital contribution on a pro-rata basis.

10. Transferees Bound. Each subscriber to issuances of Future Shares and each Transferee of any Shares or Future Shares,

or any interest therein, including any interest in the Voting Trust, shall own such Shares of Future Shares, or such interest, subject to all of the terms and provisions of this Agreement including the restrictions on Transfer as provided in this Agreement. Each certificate representing any of the Shares or Future Shares, when issued shall bear a legend to the following effect in addition to such other legends as may be appropriate to reflect certain restrictions on transferability imposed under federal and state securities laws:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE PLEDGED, SOLD, ASSIGNED, OR OTHERWISE TRANSFERRED OR DISPOSED OF WITHOUT REGISTRATION UNDER SAID ACT AND LAWS OR AN AVAILABLE EXEMPTION THEREFORM.

THE SALE, TRANSFER, PLEDGE OR OTHER DISPOSITION OF SHARES REPRESENTED BY THIS CERTIFICATE IS FURTHER RESTRICTED BY THE TERMS OF THAT CERTAIN STOCKHOLDERS AGREEMENT DATED THE 29th DAY OF MAY, 1998, BETWEEN THE COMPANY AND ALL ITS STOCKHOLDERS AND CERTAIN TERMS OF THE CERTIFICATE OF INCORPORATION AND BYLAWS OF THE COMPANY, WHICH INSTRUMENTS AND/OR AGREEMENTS MAY BE EXAMINED AT THE PRINCIPAL OFFICES OF THE COMPANY.

11. Termination.

(a) This Agreement and all restrictions on the Transfer of Shares and Future Shares created hereby shall terminate on the occurrence of any of the following events: (i) the bankruptcy or dissolution of the Company; (ii) a single Stockholder becoming the owner of all of the Shares and Future Shares, which are then subject to this Agreement; (iii) the execution of a written instrument by the persons or entities who are parties to this Agreement at such time which terminates the same; or (iv) upon the sale of shares of capital stock or convertible debt securities of the Company in an initial public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$25,000,000 or net proceeds actually received by Target.

(b) Upon termination of this Agreement, by reason of the occurrence of any of the foregoing events, each Stockholder shall have the right within thirty (30) days after termination to purchase from the Company all insurance policies on his life owned by the Company for cash in the amount of the cash surrender value thereof and the unearned net premiums thereon, both amounts as of the date of the termination of the Agreement.

(c) The termination of this Agreement for any reason shall not affect any right or remedy existing hereunder prior to the effective date of its termination.

12. General Provisions.

(a) Governing Law. This Agreement shall be construed pursuant to the laws of the State of Delaware with reference to conflicts of laws principles.

(b) Definitions. Unless the context otherwise requires, the words "Stockholder" and "Stockholders" shall for all purposes of this Agreement mean and include (1) all of the parties hereto other than the Company; and (2) all persons to whom Shares or Future Shares may hereafter be issued or transferred.

(c) Remedies for Breach. The Stockholders expressly recognize and agree that violation of the terms and provisions of this Agreement, including without limitation, those relating to the restrictions on Transfer of Shares and Future Shares, may cause irreparable damage to Company or the other Stockholders, which may not be adequately compensated by monetary damages. In the event of a breach or threatened breach by any Stockholders of the provisions of this Agreement, the Company and the other Stockholders, in addition to and not in limitation of any other rights, remedies, or damages available to the Company or other Stockholders at law or in equity, shall be entitled to a permanent injunction in order to prevent or to restrain any such breach by a Stockholder or by such Stockholder's partners, agents, representatives, servants, employees or transferees. The Stockholders expressly recognize and agree that such injunctive relief shall be in addition to all other rights and remedies available under applicable law.

(d) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have fully given if delivered personally or sent by certified mail, postage prepaid, to the following addresses:

If to Home Service:

Home Service Solutions Inc.
John J. DeStefano, President
1201 Walnut
Kansas City, Missouri 64141-9679

with copies to:

Ms. Jeanie Latz
Senior Vice President
Chief Legal Officer
1201 Walnut
Kansas City, Missouri 64141-9679

and

Shughart Thomson & Kilroy, P.C.
120 West 12th Street, Suite 1800
Kansas City, Missouri 64105
Attn: Robert E. Fitzgerald, Jr., Esq.

If to the Company:

R.S. Andrews Enterprises, Inc.
Attn: R. Stephen Andrews
President and Chief Executive Officer
1800 Montreal Circle
Tucker, Georgia 30084

with copies to:

Chorey, Taylor & Feil
Attn: David A. Flanigan
The Lenox Building, Suite 1700
3399 Peachtree Road, N.E.
Atlanta, Georgia 30326-1148

If to Andrews:

R. Stephen Andrews
1800 Montreal Circle
Tucker, Georgia 30084

or to any other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Additionally, notices and other communications required or permitted to be given hereunder may be sent using any other means (including expedited courier, messenger service, facsimile transmission or electronic mail), but no such notices or other communications shall be deemed to have been given unless and until they are actually received by the intended recipient.

(e) Amendment. This Agreement may be amended or altered only by the execution of a written instrument by the Company and all the Stockholders who then own Shares or Future Shares of the Company.

(f) Descriptive Headings. Titles to paragraphs are for information purposes only.

(g) Binding Effect. This Agreement is binding upon and inures to the benefit of the Company, its successors, permitted assigns, and transferees, and to the Stockholders and their respective heirs, personal representatives, successors and permitted assigns and transferees.

(h) Facsimile Signatures. The parties hereby agree that, for purposes of the execution of this Agreement, facsimile signatures shall constitute original signatures.

(i) Entire Agreement. Each Stockholder represents that he or it has not granted, and is not a party to, any proxy, voting trust (other than the Voting Trust) or other agreement which is inconsistent with or conflicts with the provisions of this Agreement. Except for the Voting Trust, and applicable provisions of the Employment Agreement, the Escrow Agreement, the Stock Purchase Agreement, and the Registration Rights Agreement, this Agreement contains the entire agreement among the parties with respect to the subject matter hereof, and to such extent supersedes all prior oral or written agreements, commitments or understandings with respect to the subject matter hereof.

(j) Assignment. This Agreement and the rights and obligations of any party hereunder are not assignable by any of the parties hereto without the written consent of the others.

(k) Rules of Construction. Notwithstanding any provision in the Certificate of Incorporation and the Bylaws of the Company, if there is any conflict or inconsistency between the terms of this Agreement shall govern and control. Furthermore, the terms of this Agreement shall supersede the provisions of Article IV(C)(4)-(6) of the Company's Certificate of Incorporation during the term of this Agreement.

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IN WITNESS WHEREOF, the Company and the Stockholders have executed this Agreement on the day and year above written.

HOME SERVICE SOLUTIONS INC.,
A Missouri corporation

By: /s/ John J. DeStefano
Name: John J. DeStefano
Title: President

R.S. ANDREWS ENTERPRISES, INC.,
a Delaware corporation

By: /s/ R. S. Andrews
R. Stephen Andrews, Chief
Executive Officer

/s/ R. S. Andrews
R. Stephen Andrews, individually
and as Voting Trustee and
Shareholder's Representative under
that certain Voting Trust Agreement
dated the 22nd day of May, 1998

FIRST AMENDMENT TO STOCKHOLDERS AGREEMENT

THIS FIRST AMENDMENT TO STOCKHOLDERS AGREEMENT (this "First Amendment") is made and entered into as of April 1, 1999, by and among R. S. Andrews Enterprises, Inc., a Delaware corporation (the "Company"), and the stockholders of the Company set forth on the signature pages to this First Amendment, being all of the stockholders of the Company (individually, a "Stockholder" and collectively, the "Stockholders").

WHEREAS, the Company and its then current Stockholders as of May 29, 1998, entered into a certain Stockholders Agreement dated May 29, 1998, a copy of which is attached hereto as Exhibit A (the "Stockholders Agreement"), pursuant to which the parties thereto set forth certain provisions relating to the ownership and governance of the Company, and entered into an agreement relating to other corporate affairs; and

WHEREAS, pursuant to Section 12(e) of the Stockholders Agreement, the parties hereto wish to amend the Stockholders Agreement in accordance with the provisions hereof.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Permitted Transfers. Current Section 1 of the Stockholders Agreement is hereby renumbered as Section 1(a) of the Stockholders Agreement, and the following is hereby added as new Section 1(b) of the Stockholders Agreement:

(b) The restrictions on Transfer of any Shares or Future Shares set forth in this Agreement shall not be applicable to any of the following Transfers:

(1) The pledge by any Stockholder of Shares or Future Shares to the Company or to any of its subsidiaries or other affiliates to secure any obligations of such Stockholder to any such entity;

(2) The Transfer by R. Stephen Andrews of up to Two Hundred Fifty Thousand (250,000) of his Shares or Future Shares per calendar year, but only if: (I) R. Stephen Andrews gives Home Service Solutions, Inc. written notice of any such transfer and (II) such transferee(s) shall have contemporaneously with the consummation of such Transfer executed and delivered to R. Stephen Andrews and the Company an agreement substantially in the form of Exhibit B attached hereto; or

(3) Any Transfer approved in writing by both R. Stephen Andrews and Home Service Solutions Inc., but only if such transferee(s) shall have contemporaneously with the consummation of such Transfer executed and delivered to the transferor and the Company an agreement substantially in the form of Exhibit B attached hereto.

2. Notices. The following sentence shall be added at the end of Section 12(d) of the Stockholders Agreement:

The addresses of all future parties to this Agreement shall be determined from the Company's books and records. All parties hereto shall keep a current address on file with the Company for purposes of this Section 12(d).

3. No Other Amendments. Except as otherwise provided in Sections 1 and 2 above, the Stockholders Agreement, as amended to date, shall remain in full force and effect with no further amendments pursuant to this First Amendment.

4. Counterparts. This First Amendment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

5. Consent to Certain Prior and Future Transfers.

(a) The Stockholders and the Company hereby acknowledge and understand that (1) effective on November 15, 1998, R. Stephen Andrews transferred 240,000 shares of the capital stock of the Company owned by him to five key employees of the Company and/or its subsidiaries without first obtaining the written consent of the Stockholders and the Company is required by the Stockholders Agreement; and (2) all such transferees have executed and delivered to R. Stephen Andrews and the Company an agreement substantially in the form of Exhibit B attached hereto and have entered into voting trust agreements naming R. Stephen Andrews as voting trustee. The Stockholders and the Company hereby consent to and ratify all such transfers, waive all claims they may otherwise have against R. Stephen Andrews under the Stockholders Agreement or otherwise in connection with all such transfers, and agree that the transferees are and shall be parties to the Stockholders Agreement as stockholders of the Company.

(b) The Stockholders hereby acknowledge and understand that (1) William D. Meadows desires to transfer up to 80,000 shares of the capital stock of the Company owned by him to one or more former key employees of Mead-Royal, Inc.; and (2) William D. Meadows has agreed that he will only make such transfers if the transferees shall contemporaneously with the consummation of such transfers execute and deliver to William D. Meadows and the Company an agreement substantially in the form of Exhibit B attached hereto. Based upon William D. Meadows' covenant set forth above, the Stockholders and the Company hereby consent to all such transfers and waive all claims they may otherwise have against William D. Meadows under the Stockholders Agreement or otherwise in connection with all such transfers, and agree that upon such transfers the transferees shall be parties to the Stockholders Agreement as stockholders of the Company.

(c) The Stockholders hereby acknowledge and understand that (1) Robert S. Davis desires to transfer up to 15,000 shares of the capital stock of the Company beneficially owned by him to Dr. Leslie A. Andrews, and up to 15,000 shares of the capital stock of the Company beneficially owned by him to James A. Tramonte; and (2) Robert S. Davis has agreed that he will only make such transfers if the transferees shall contemporaneously with the consummation of such transfers execute and deliver to Robert S. Davis and the Company an agreement substantially in the form of Exhibit B attached hereto. Based upon Robert S. Davis' covenant set forth above, the Stockholders and the Company hereby consent to all such transfers and waive all claims they may otherwise have against Robert S. Davis under the Stockholders Agreement or otherwise in connection with all such transfers, and agree that upon such transfers the transferees shall be parties to the Stockholders Agreement as stockholders of the Company.

(d) The Stockholders hereby acknowledge and understand that (1) Allan L. Holthaus and Vickie A. Holthaus each desires to transfer up to 42,000 shares of the capital stock of the Company owned by him or her to one or more direct family members; and (2) Allan L. Holthaus and Vickie A. Holthaus each has agreed that he or she will only make such transfers if the transferees shall contemporaneously with the consummation of such transfers execute and deliver to Allan L. Holthaus or Vickie A. Holthaus, as the case may be, and the Company an agreement substantially in the form of Exhibit B attached hereto. Based upon the covenants of Allan L. Holthaus and Vickie A. Holthaus set forth above, the Stockholders and the Company hereby consent to all such transfers and waive all claims they may otherwise have against Allan L. Holthaus and Vickie A. Holthaus under the Stockholders Agreement or otherwise in connection with all such transfers, and agree that upon such transfers the transferees shall be parties to the Stockholders Agreement as stockholders of the Company.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.

STOCKHOLDERS:

/s/ R. S. Andrews
R. Stephen Andrews, individually
and as voting trustee

HOME SERVICE SOLUTIONS INC.

By: /s/ John J. DeStefano
John J. DeStefano, President

/s/ Jeffrey W. King
Jeffrey W. King

/s/ James J. Hamilton
James J. Hamilton

/s/ William H. Posladek
William H. Posladek

/s/ Roger N. Daviston
Roger N. Daviston

J. Grant Huneycutt

/s/ Richard Dumont
Richard Dumont

/s/ Earl Houghton
Earl Houghton

/s/ Michael R. Davis
Michael R. Davis

/s/ William D. Meadows
William D. Meadows

/s/ Randy A. Edmonds
Randy A. Edmonds

/s/ Carlton A. Brown
Carlton A. Brown

/s/ Allan L. Holthaus
Allan L. Holthaus

/s/ Vickie A. Holthaus
Vickie A. Holthaus

/s/ Fred C. Holt
Fred C. Holt

/s/ Sue E. Holt
Sue E. Holt

/s/ Timothy E. Powers
Timothy E. Powers

/s/ Joe E. Lucas
Joe E. Lucas

COMPANY:

R.S. Andrews Enterprises, Inc.

By: /s/ R. S. Andrews
R. Stephen Andrews, Chief Executive
Officer

NEGOTIABLE PROMISSORY NOTE

\$4, 113,163.00 as of November 4,1994

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of four million one hundred thirteen thousand one hundred sixty three and 00/100 Dollars (\$4,113,163.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$300,000.00 on May 15, 1996
 \$475,000.00 on May 15, 1997
 \$565,000.00 on May 15, 1998
 \$555,000.00 on May 15, 1999
 \$545,000.00 on May 15, 2000
 \$530,000.00 on May 15, 2001
 \$495,000.00 on May 15, 2002
 \$480,000.00 on May 15, 2003
 \$168,163.00 on May 15, 2004

This Note is secured by an assignment (as set forth in a security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) .and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if names as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any. substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any

time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in National Corporate Tax Credit Fund III, a California Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 4th day of November, 1994.

KLT INVESTMENTS INC.

By: /s/John J. DeStefano
Signature of Authorized Officer

John J. DeStefano. President
Name and Title of Authorized
Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On the 4th day of November, 1994 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64106; that he is the President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary Public

NEGOTIABLE PROMISSORY NOTE

\$4,314,704.00 as of June 30, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of four million three hundred fourteen thousand seven hundred four and 00/100 Dollars (\$4,314,704.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$535,000.00 on May 15, 1997
 \$585,000.00 on May 15, 1998
 \$565,000.00 on May 15, 1999
 \$555,000.00 on May 15, 2000
 \$540,000.00 on May 15, 2001
 \$515,000.00 on May 15, 2002
 \$500,000.00 on May 15, 2003
 \$519,704.00 on May 15, 2004

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal

process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in National Corporate Tax Credit Fund III, a California Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued but unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 30th day of June, 1995.

KLT INVESTMENTS INC.

By:/s/John J. DeStefano
Signature of authorized officer

John J. DeStefano, President
Name and Title of Authorized Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On the 4th day of November, 1994 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut , Kansas City , MO , 64106; that he is the President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary Public

JANEE C. ROSENTHAL
Notary Public STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. FEB 25, 1995

NEGOTIABLE PROMISSORY NOTE

\$3,970,378.00

November 3, 1994

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of CORPORATE CREDIT, INC., a New York Corporation (together with its successors and assigns, the "Payee"), the amount of Three Million Nine Hundred Seventy Thousand Three Hundred Seventy-Eight and 00/100 Dollars (\$3,970,378.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$473,459.00 on May 15, 1996
 \$565,294.00 on May 15, 1997
 \$608,047.00 on May 15, 1998
 \$587,349.00 on May 17, 1999
 \$573,776.00 on May 15, 2000
 \$551,043.00 on May 15, 2001
 \$336,791.00 on May 15, 2002
 \$274,619.90 on May 15, 2003

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice or dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to, the Payee. If this Note is held by a commercial bank or a lending or financing institution, such holder, its successor, assigns and endorsees, shall in all respects be deemed a holder-in-due course, and the Maker expressly waives any rights it may have to assert that such holder or subsequent holder is not a holder-in-due course.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or

(ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (if) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in Columbia Housing Partners Corporate Tax Credit III Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, without presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under the Note is paid without discount or set-off.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri

WITNESS the execution hereof as of the 3rd day of November, 1994.

KLT INVESTMENTS INC.

By:/s/John J. DeStefano
Signature or Authorized Officer

John J. DeStefano, President
Name and Title of Authorized Officer

By:/s/Janee C. Rosenthal
Signature of other Authority Officer
(If necessary)

Janee C. Rosenthal, Corp. Secretary
&Treasurer
Name and Title of Authorized Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

On the 3rd day of November , 1994, before me came John J. DeStefano to me known, being by me duly sworn, who did depose and say that he resides at 1201 Walnut, Kansas City, Missouri 64106; that he is the

President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary Public

Janee C. Rosenthal
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. FEB 25, 1995

NEGOTIABLE PROMISSORY NOTE

\$4,180,451.00

April 1, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of CORPORATE CREDIT, INC., a New York Corporation (together with its successors and assigns, the "Payee"), the amount of Four Million One Hundred Eighty Thousand Four Hundred Fifty- One and 00/100 Dollars (\$4,180,451.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$ 65,000.00	on May 15, 1996
\$549,507.00	on May 15, 1997
\$591,066.00	on May 15, 1998
\$570,946.00	on May 17, 1999
\$557,753.00	on May 15, 2000
\$535,654.00	on May 15, 2001
\$621,800.00	on May 15, 2002
\$688,725.00	on May 15, 2003

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice or dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to, the Payee. If this Note is held by a commercial bank or a lending or financing institution, such holder, its successor, assigns and endorsees, shall in all respects be deemed a holder-in-due course, and the Maker expressly waives any rights it may have to assert that such holder or subsequent holder is not a holder-in-due course.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in Columbia Housing Partners Corporate Tax Credit III Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, without presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under the Note is paid without discount or set-off.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 3rd day of November, 1994.

KLT INVESTMENTS INC.

By:/s/John J. DeStefano
Signature or Authorized Officer

John J. DeStefano, President
Name and Title of Authorized Officer

By:/s/Janee C. Rosenthal
Signature of other Authority Officer
(If necessary)

Janee C. Rosenthal, Corp. Secretary and
Name and Title of Authorized Officer
Treasurer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss:
COUNTY OF JACKSON)

On the 3rd day of November, 1994, before me came John J. DeStefano to me known, being by me duly sworn, who did depose and say that he resides at 1201 Walnut, Kansas City, Missouri 64106; that he is the President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary Public

JANEE C. ROSENTHAL
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. FEB 25, 1995

NEGOTIABLE PROMISSORY NOTE

\$3,955,768.00

October 1, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of CORPORATE CREDIT, INC., a New York Corporation (together with its successors and assigns, the "Payee"), the amount of Three Million Nine Hundred Fifty-Five Thousand Seven Hundred Sixty-Eight and 00/100 Dollars (\$3,955,768.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$154,950.00 on May 15, 1996
 \$529,378.00 on May 15, 1997
 \$569,416.00 on May 15, 1998
 \$550,033.00 on May 17, 1999
 \$537,323.00 on May 15, 2000
 \$516,033.00 on May 15, 2001
 \$502,687.00 on May 15, 2002
 \$595,948.00 on May 15, 2003

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice or dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to, the Payee. If this Note is held by a commercial bank or a lending or financing institution, such holder, its successor, assigns and endorsees, shall in all respects be deemed a holder-in-due course, and the Maker expressly waives any rights it may have to assert that such holder or subsequent holder is not a holder-in-due course.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event

NEGOTIABLE PROMISSORY NOTE

\$6,159,643.00

as of December 9, 1994

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of six million one hundred fifty nine thousand six hundred forty three and 00/100 Dollars (\$6,159,643.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$765,000.00 on May 15, 1996
 \$875,000.00 on May 15, 1997
 \$855,000.00 on May 15, 1998
 \$820,000.00 on May 15, 1999
 \$795,000.00 on May 15, 2000
 \$760,000.00 on May 15, 2001
 \$730,000.00 on May 15, 2002
 \$559,643.00 on May 15, 2003

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d.) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the

foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in Boston Financial Institutional Tax Credits IV, A Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 9th day of December, 1994.

KLT INVESTMENTS INC.

By: /s/John J. DeStefano
Signature of Authorized Officer

John J. DeStefano, President
Name and Title of Authorized
Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 9th day of December, 1994 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64106; that he is the president of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary public

NEGOTIABLE PROMISSORY NOTE

\$2,090,419.00

as of March 30, 1999

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of two million ninety thousand four hundred nineteen and 00/100 \$2,090,419.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$160,000.00 on October 1, 2000
 \$320,000.00 on October 1, 2001
 \$320,000.00 on October 1, 2002
 \$320,000.00 on October 1, 2003
 \$320,000.00 on October 1, 2004
 \$320,000.00 on October 1, 2005
 \$330,419.00 on October 1, 2006

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee date of even date herewith (the "Security Agreement")) of certain Collateral (as such term is defined in the Security Agreement) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event-of-Default") hereunder: (a)-the-Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successors's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (ci) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the Collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's member interest in BOSTON FINANCIAL MISSOURI TAX CREDITS FUND I, LLC (the "LLC") is liquidated, the entire outstanding principal balance and all accrued but unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, riot later than the later of (i) the last day of the LLC's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 30th day of March, 1999.

KLT INVESTMENTS INC.

By: /s/John J. DeStefano
John J. DeStefano, President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On the 29th day of March, 1999 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64105; that he is the President of KLT Investments Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/VICKIE L FLORES
Notary Public

NEGOTIABLE PROMISSORY NOTE

\$3,863,290.00

August 18, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of CORPORATE CREDIT, INC., a New York Corporation (together with its successors and assigns, the "Payee"), the amount of Three Million Eight Hundred Sixty-Three Thousand Two Hundred Ninety and 00/100 Dollars (\$3,863,290.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$ 90,292.00 on May 15, 1996
 \$417,134.00 on May 15, 1997
 \$591,877.00 on May 15, 1998
 \$570,088.00 on May 17, 1999
 \$551,466.00 on May 15, 2000
 \$537,788.00 on May 15, 2001
 \$523,796.00 on May 15, 2002
 \$505,790.00 on May 15, 2003
 \$ 75,059.00 on May 17, 2004

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice or dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to, the Payee. If this Note is held by a commercial bank or a lending or financing institution, such holder, its successor, assigns and endorsees, shall in all respects be deemed a holder-in-due course, and the Maker expressly waives any rights it may have to assert that such holder or subsequent holder is not a holder-in-due course.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a receiver, trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in Corporations for Affordable Housing Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, without presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under the Note is paid without discount or set-off.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 18th day of August 1995.

KLT INVESTMENTS INC.

By: s/John J. DeStefano
Signature of Authorized Officer

John J. DeStefano, President
Name and Title of Authorized Officer

By: _____
Signature of other Authority Officer
(If necessary)

Name and Title of Authorized Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

On the 18th day of August, 1995, before me came John J. DeStefano to me known, being by me duly sworn, who did depose and say that he resides at 1201 Walnut, Kansas City MO 64106,; that he is the President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary Public

NEGOTIABLE PROMISSORY NOTE

\$3,113,439.00

as of July 1, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby promises to pay to the order of NDH CAPITAL, a New York corporation ("Payee") the amount of three one hundred thirteen thousand four hundred thirty nine and 00/100 Dollars (\$3,113,439.00) at the offices of the Payee, or at other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$320,000.00 on May 15, 1997
 \$390,000.00 on May 15, 1998
 \$345,000.00 on May 15, 1999
 \$365,000.00 on May 15, 2000
 \$385,000.00 on May 15, 2001
 \$350,000.00 on May 15, 2002
 \$470,000.00 on May 15, 2003
 \$488,439.00 on May 15, 2004

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part off its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismissed for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the

foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in U.S.A. Metropolitan Tax Credit Fund II, L.P. (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued but unpaid interest on this Note shall become due and payable, without presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 1st day of July, 1995.

KLT INVESTMENTS INC.

By:/s/ John J. DeStefano
Signature of Authorized Officer

John J. DeStefano, President
Name and Title of Authorized Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 25th day of October, 1994 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City , MO, 64106; that he is the President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/Janee C. Rosenthal
Notary Public

NEGOTIABLE PROMISSORY NOTE

\$5,318,971.00

as of May 12, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of five million three hundred eighteen thousand nine hundred seventy one and 00/100 Dollars (\$5,318,971.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$ 62,000.00 on May 15, 1996
 \$600,000.00 on May 15, 1997
 \$806,000.00 on May 15, 1998
 \$790,000.00 on May 15, 1999
 \$774,000.00 on May 15, 2000
 \$759,000.00 on May 15, 2001
 \$741,000.00 on May 15, 2002
 \$722,000.00 on May 15, 2003
 \$ 64,971.00 on May 15, 2004

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee) of certain Collateral (as such term is defined in the Security Agreement between Payee and Maker) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment at a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being

charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in NHT III Tax Credit Fund, L.P. (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued but unpaid interest on this Note shall become due and payable, without presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation: occurs arid (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 12th day of May, 1995.

KLT INVESTMENTS INC.

By: /s/ John J. DeStefano
Signature of Authorized Officer

John J. DeStefano, President
Name and Title of Authorized Officer

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 12th day of May, 1995 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64106; that he is the President of KLT Investments, Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/JANEE C. ROSENTHAL
NOTARY PUBLIC

Pay to the order of
JOHN HANCOCK MUTTUAL LIFE INSURANCE COMPANY
without recourse to us
NDH CAPITAL CORPORATION

By: /s/ Scott Haber
Scott Haber, President

NEGOTIABLE PROMISSORY NOTE

\$3,243,051.00

as of November 2, 1995

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of three million two hundred forty three thousand fifty one and 00/100 Dollars (\$3,243,051.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$325,000.00	on May 15, 1997
\$455,000.00	on May 15, 1998
\$465,000.00	on May 15, 1999
\$450,000.00	on May 15, 2000
\$440,000.00	on May 15, 2001
\$435,000.00	on May 15, 2002
\$420,000.00	on May 15, 2003
\$253,051.00	on May 15, 2004

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee dated as of November 2, 1995 (the "Security Agreement")) of certain Collateral (as such term is defined in the Security Agreement) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Makers assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the Collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being

charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in WNC INSTITUTIONAL TAX CREDIT FUND II, L.P., a California Limited Partnership (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri

WITNESS the execution hereof as of the 2nd day of November, 1995.

KLT INVESTMENTS INC.

By:/s/Janee C. Rosenthal
Signature of Authorized Officer

Janee C. Rosenthal Corporate
Secretary and Treasurer
Name and Title of Authorized Officer

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

On the 2nd day of November, 1995 before me came Janee C. Rosenthal to me known, being by me duly sworn, did depose and say that she resides at 1201 Walnut, Kansas City, MO, 64106; that she is the Corporate Secretary and Treasurer of KLT Investments Inc., the corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the board of directors of said corporation.

/s/ Jacquetta L. Hartman
Notary Public

Pay to the order of
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
Without recourse to us
NDH CAPITAL CORPORATION

By:/s/ Scott Haber
Scott Haber, President

NEGOTIABLE PROMISSORY NOTE

\$3,563,614.00

as of March 21, 1997

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of three million five hundred sixty-three thousand six hundred fourteen and 00/100 (\$3,563,614.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$390,000.00 on May 15, 1998
 \$490,000.00 on May 15, 1999
 \$478,000.00 on May 15, 2000
 \$466,000.00 on May 15, 2001
 \$455,000.00 on May 15, 2002
 \$447,000.00 on May 15, 2003
 \$435,000.00 on May 15, 2004
 \$402,614.00 on May 15, 2005

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee dated as of March 21, 1997 (the "Security Agreement")) of certain Collateral (as such term is defined in the Security Agreement) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the Collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in BANC ONE TAX CREDIT FUND II, L.P. (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 21st day of March, 1997.

KLT INVESTMENTS INC.

By: /s/ John J. DeStefano
John J. DeStefano, President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On the 21st day of March, 1997 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64105; that he is the President of KLT Investments Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/ Janee C. Rosenthal
Notary Public

JANEE C. ROSENTHAL
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. FEB. 25, 1999

NEGOTIABLE PROMISSORY NOTE

\$6,712,389.00

as of March 21, 1997

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of six million seven hundred twelve thousand three hundred eighty-nine and 00/100 (\$6,712,389.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$550,000.00	on May 15, 1998
\$878,000.00	on May 15, 1999
\$876,000.00	on May 15, 2000
\$860,000.00	on May 15, 2001
\$844,000.00	on May 15, 2002
\$826,000.00	on May 15, 2003
\$805,000.00	on May 15, 2004
\$789,000.00	on May 15, 2005
\$284,389.00	on May 15, 2006

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee dated as of March 21, 1997 (the "Security Agreement")) of certain Collateral (as such term is defined in the Security Agreement) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the Collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being

charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in MISSOURI AFFORDABLE HOUSING FUND VI, L.P. (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued by unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 21st day of March, 1997.

KLT INVESTMENTS INC.

By: /s/ John J. DeStefano
John J. DeStefano, President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On the 21st day of March, 1997 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64105; that he is the President of KLT Investments Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/ Janee C. Rosenthal
Notary Public

JANEE C. ROSENTHAL
NOTARY PUBLIC STATE OF MISSOURI
CLAY COUNTY
MY COMMISSION EXP. FEB. 25, 1999

NEGOTIABLE PROMISSORY NOTE

\$8,613,347.00

as of January 29, 1998

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of eight million six hundred thirteen thousand three hundred forty seven and 00/100 (\$8,613,347.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$787,000.00	on May 15, 1999
\$1,250,000.00	on May 15, 2000
\$1,256,000.00	on May 15, 2001
\$1,232,000.00	on May 15, 2002
\$1,212,000.00	on May 15, 2003
\$1,166,000.00	on May 15, 2004
\$1,140,000.00	on May 15, 2005
\$570,347.00	on May 15, 2006

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee dated of even date herewith (the "Security Agreement")) of certain Collateral (as such term is defined in the Security Agreement) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the Collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in MISSOURI AFFORDABLE HOUSING FUND VII, L.P. (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued but unpaid interest on this Note shall become due and payable; with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 29th day of January, 1998.

KLT INVESTMENTS INC.

By: /s/ John J. DeStefano
John J. DeStefano, President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss.
COUNTY OF JACKSON)

On the 27th day of January, 1998 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64105; that he is the President of KLT Investments Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/ Carol Sivils
Notary Public

CAROL SIVILS
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires June 15, 1999

Pay to the order of
JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY
without recourse to us
NDH CAPITAL CORPORATION
By: /s/ Howard Kurtzberg
Howard Kurtzberg
Vice President

NEGOTIABLE PROMISSORY NOTE

\$5,547,350.00

as of March 30, 1999

FOR VALUE RECEIVED, the undersigned ("Maker") hereby unconditionally promises to pay to the order of NDH CAPITAL CORPORATION, a New York corporation ("Payee") the amount of five million five hundred forty-seven thousand three hundred fifty and 00/100 (\$5,547,350.00) at the offices of the Payee, or at such other place as the Payee may designate in writing to the Maker. This amount shall be payable in installments as follows:

\$400,000.00 on October 1, 1999
 \$600,000.00 on October 1, 2000
 \$600,000.00 on October 1, 2001
 \$600,000.00 on October 1, 2002
 \$600,000.00 on October 1, 2003
 \$600,000.00 on October 1, 2004
 \$600,000.00 on October 1, 2005
 \$600,000.00 on October 1, 2006
 \$600,000.00 on October 1, 2007
 \$347,350.00 on October 1, 2008

This Note is secured by an assignment (as set forth in a Security Agreement between the Maker and Payee dated of even date herewith (the "Security Agreement")) of certain Collateral (as such term is defined in the Security Agreement) and may be negotiated, endorsed, assigned, transferred, pledged, or hypothecated by Payee and shall constitute a negotiable instrument. In the event that this Note is negotiated, endorsed, assigned, transferred, hypothecated and/or pledged, all references to Payee shall apply to the holder, pledgee or transferee as if named as original Payee under this Note.

The Maker hereby waives presentment, demand for payment, notice of dishonor, notice of protest, and protest, and all other notices or demands in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this instrument.

The obligation to make payments to the Payee hereunder is absolute and unconditional and the rights of said Payee shall not be subject to any defense, set-off, counterclaim or recoupment which the Maker may have against any person or entity, including, but- not limited to the Payee.

Any of the following shall constitute an Event of Default ("Event of Default") hereunder: (a) the Maker shall fail to make any payment due hereunder as and when due and such failure shall continue for one day following Maker's receipt of notice thereof; (b) the Maker has made any material misrepresentation in or with respect to, or has breached or does breach any provision of, the Security Agreement or any other document or instrument delivered to Payee, which misrepresentation or breach is not cured to Payee's or any successor's or assign's complete satisfaction 10 days after notice to the Maker by the Payee; (c) the Maker shall become insolvent or any proceeding shall be instituted by the Maker seeking relief on its behalf as a debtor, or to adjudicate it a bankrupt, or insolvent, or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property or the Maker shall consent by answer or otherwise to the institution of any such proceeding against it; (d) any proceeding is instituted against the Maker seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the appointment of a trustee, custodian or other similar official for it or any substantial part of its property which either (i) results in any such entry of an order for relief, adjudication or bankruptcy or insolvency or issuance or entry of any other order having a similar effect or (ii) remains undismitted for a period of 60 days; (e) a receiver, trustee or other custodian is appointed for any substantial part of the Maker's assets; (f) any assignment is made for the benefit of Maker's creditors; or (g) any of the Collateral delivered under the Security Agreement is attached or distrained at any time pursuant to any court order or other legal process.

If an Event of Default shall occur by reason of the failure of Maker to make any payment when due hereunder on the due date, the Maker shall have the right to cure such Event of Default by paying, on or before the tenth day following the due date, the amount that was due on the due date and interest accrued from the due date at an annual rate equal to the lesser of 12% per annum and the highest amount permitted by applicable law.

In addition, upon such Event of Default, the Payee shall have the option to declare the entire outstanding principal balance and all accrued but unpaid interest on this Note immediately due and payable without presentment or protest or notice or demand, all of which are expressly waived by the Maker and shall have such other rights as set forth in the Security Agreement. Notwithstanding the

foregoing, nothing herein is intended to result in interest being charged which would exceed the maximum rate permitted by law.

In the event that the Maker's limited partnership interest in MISSOURI AFFORDABLE HOUSING FUND IX, L.P. (the "Partnership") is liquidated, the entire outstanding principal balance and all accrued but unpaid interest on this Note shall become due and payable, with out presentment or notice or protest or demand, all of which are expressly waived by the Maker, not later than the later of (i) the last day of the Partnership's taxable year in which such liquidation occurs and (ii) 90 days after the date of such liquidation.

Should this Note, or any part of the indebtedness evidenced hereby, be collected by law or through an attorney-at-law, the Payee shall be entitled to collect all costs of collection, including but not limited to, reasonable attorneys' fees.

All or any portion of this Note may be prepaid by the Maker without prepayment premium or penalty, provided that the amount due under this Note is paid without discount or setoff.

This Note shall be construed and enforced in accordance with the laws of the State of Missouri. For any dispute arising under or relating to this Note, the Maker hereby irrevocably submits to the jurisdiction of the Courts, Federal or State, of the State of Missouri.

WITNESS the execution hereof as of the 30th day of March, 1999.

KLT INVESTMENTS INC.

By: /s/ John J. DeStefano
John J. DeStefano, President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
)ss.
COUNTY OF Clay)

On the 29th day of March, 1999 before me came John J. DeStefano to me known, being by me duly sworn, did depose and say that he resides at 1201 Walnut, Kansas City, MO, 64105; that he is the President of KLT Investments Inc., the corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the board of directors of said corporation.

/s/ Vickie L. Flores
Notary Public

VICKIE L. FLORES
Notary Public State of Missouri
Clay County
My Commission Expires May 29, 2000

Pay to the order of
JOHN HANCOCK MUTUAL LIFE
INSURANCE COMPANY
without recourse to us
NDH CAPITAL CORPORATION
By: /s/ Howard Kurtzberg
Howard Kurtzberg
Vice President

AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT (the "Amendment Agreement"), made as of October 1, 2001, but effective as of the date of the Reorganization (as defined below) among KLT INVESTMENTS INC., a Missouri corporation ("KLT Investments"), KANSAS CITY POWER & LIGHT COMPANY ("KCPL"), GREAT PLAINS ENERGY INCORPORATED ("GPE"), and JOHN HANCOCK LIFE INSURANCE COMPANY (formerly known as John Hancock Mutual Life Insurance Company, referred to herein as "HANCOCK").

Reference is made to those certain agreements and certificates described in Exhibit A annexed hereto and made a part hereof (collectively, the "Documents") which have been executed by KLT INVESTMENTS and/or KCPL (as the case may be) in connection with KLT Investments's investment in certain affordable housing partnerships or limited liability companies (hereinafter referred to as the "Partnership").

The Documents (especially each Agreement between KCPL and KLT INVESTMENTS, referred to in the Documents and herein as the "Parent Agreement") describe, among other things, KCPL's obligations with respect to KLT INVESTMENTS.

KCPL, the parent company of KLT INC. (which in turn, is the parent company of KLT INVESTMENTS) anticipates reorganizing into a holding company structure effective on or about October 1, 2001 (the "Reorganization").

As part of the above described Reorganization, (a) KCPL will become a wholly owned subsidiary of GPE; (b) KCPL will dividend its ownership interest in KLT INC. to GPE; and (c) consolidated income tax returns will be filed by GPE.

KLT INVESTMENTS, GPE and KCPL wish to obtain the consent of HANCOCK to certain amendments to the Documents, set forth below, in connection with the proposed Reorganization;

The parties to this Amendment Agreement hereby agree as follows:

1. All references in the Documents to "Parent Company" shall be deemed to refer to GPE.

2. All references in each Parent Agreement to KCPL shall be deemed to refer to GPE. By signing this Amendment Agreement, GPE specifically assumes the duties, obligations and liabilities of KCPL under each Parent Agreement and acknowledges the assignment of the Documents to HANCOCK. KCPL is released and discharged from any and all duties, obligations and liabilities arising from or associated with the Documents.

3. All references in the Documents to a "Tax Sharing Agreement between KCPL and its subsidiaries" shall be deemed to refer to that certain Tax Allocation Agreement between GPE and certain of its subsidiaries dated as of October 1, 2001, which shall be substantially in the form annexed hereto as Exhibit B, and as may be amended from time to time to comply with, or as a result of, changes in federal or state law.

4. In the event either (i) a credit rating on GPE senior debt from Standard & Poor's or Moody's Investors Service at any time becomes less than investment grade, or (ii) GPE ceases to own at least 80% of the issued and outstanding voting equity securities of KCPL, then HANCOCK shall have the right to cause KLT INVESTMENTS to repurchase all or any part of the Promissory Notes (identified in Exhibit A). GPE shall promptly provide written notice to HANCOCK upon the occurrence of the event referenced in clause (ii) of the preceding sentence. Hancock shall exercise its right by providing written notice thereof to KLT INVESTMENTS, identifying the Promissory Notes to be repurchased (the "Repurchased Notes"). If the event giving rise to HANCOCK'S right to cause such repurchase continues, KLT INVESTMENTS shall, within sixty (60) days of receipt of such notice, tender to HANCOCK an amount in immediately available funds equal to the aggregate of the unpaid principal amount of the Repurchased Notes, plus accrued and unpaid interest thereon to the date of tender (such amount to be calculated in accordance with the information contained in Exhibit A). HANCOCK shall thereupon mark the Repurchased Notes "paid" and deliver them to KLT INVESTMENTS.

5. HANCOCK hereby consents to the amendments to the Documents as set forth above.

6. KLT INVESTMENTS, KCPL and GPE represent to HANCOCK that this Amendment Agreement has been properly executed and delivered by each of the parties' respective officers.

7. This Amendment Agreement shall be construed in accordance with the laws of the State of Missouri.

8. This Amendment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL OTHER REPRESENTATIONS, WARRANTIES, COVENANTS, TERMS AND CONDITIONS OF THE DOCUMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the undersigned has executed this Amendment Agreement under seal as of this first day of October, 2001, to be effective as of the date of the Reorganization.

KLT INVESTMENTS INC.

By: /s/ James P. Gilligan
Name: James P. Gilligan
Title: President

KANSAS CITY POWER & LIGHT COMPANY

By: /s/ B. J. Beaudoin
Name: B. J. Beaudoin
Title: Chairman of the Board, President and CEO

GREAT PLAINS ENERGY INCORPORATED

By: /s/ B. J. Beaudoin
Name: B. J. Beaudoin
Title: Chairman of the Board, President and CEO

JOHN HANCOCK LIFE INSURANCE COMPANY

By: /s/ S. Mark Ray
Name: S. Mark Ray
Title: Managing Director

AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT (the "Amendment Agreement"), made as of October 1, 2001, but effective as of the date of the Reorganization (as defined below) among KLT INVESTMENTS INC., a Missouri corporation ("KLT Investments"), KANSAS CITY POWER & LIGHT COMPANY ("KCPL"), GREAT PLAINS ENERGY INCORPORATED ("GPE"), and COMMUNITY REINVESTMENT FUND, INC. ("CRF").

Reference is made to those certain agreements and certificates described in Exhibit A annexed hereto and made a part hereof (collectively, the "Documents") which have been executed by KLT INVESTMENTS and/or KCPL (as the case may be) in connection with KLT Investments's investment in certain affordable housing partnerships or limited liability companies (hereinafter referred to as the "Partnership").

The Documents (especially each Agreement between KCPL and KLT INVESTMENTS, referred to in the Documents and herein as the "Parent Agreement") describe, among other things, KCPL's obligations with respect to KLT INVESTMENTS.

KCPL, the parent company of KLT INC. (which in turn, is the parent company of KLT INVESTMENTS) anticipates reorganizing into a holding company structure effective on or about October 1, 2001 (the "Reorganization").

As part of the above described Reorganization, (a) KCPL will become a wholly owned subsidiary of GPE; (b) KCPL will dividend its ownership interest in KLT INC. to GPE; and (c) consolidated income tax returns will be filed by GPE.

KLT INVESTMENTS, GPE and KCPL wish to obtain the consent of CRF to certain amendments to the Documents, set forth below, in connection with the proposed Reorganization;

The parties to this Amendment Agreement hereby agree as follows:

1. All references in the Documents to "Parent Company" shall be deemed to refer to GPE.
2. All references in each Parent Agreement to KCPL shall be deemed to refer to GPE. By signing this Amendment Agreement, GPE specifically assumes the duties, obligations and liabilities of KCPL under each Parent Agreement and acknowledges the assignment of the Documents to CRF. KCPL is released and discharged from any and all duties, obligations and liabilities arising from or associated with the Documents.
3. All references in the Documents to a "Tax Sharing Agreement between KCPL and its subsidiaries" shall be deemed to refer to that certain Tax Allocation Agreement between GPE and certain of its subsidiaries dated as of October 1, 2001, which shall be substantially in the form annexed hereto as Exhibit B, and as may be amended from time to time to comply with, or as a result of, changes in federal or state law.
4. In the event either (i) a credit rating on GPE senior debt from Standard & Poor's or Moody's Investors Service at any time becomes less than investment grade, or (ii) GPE ceases to own at least 80% of the issued and outstanding voting equity securities of KCPL, then CRF shall have the right to cause KLT INVESTMENTS to repurchase all or any part of the Promissory Notes (identified in Exhibit A). GPE shall promptly provide written notice to CRF upon the occurrence of the event referenced in clause (ii) of the preceding sentence. CRF shall exercise its right by providing written notice thereof to KLT INVESTMENTS, identifying the Promissory Notes to be repurchased (the "Repurchased Notes"). If the event giving rise to CRF's right to cause such repurchase continues, KLT INVESTMENTS shall, within sixty (60) days of receipt of such notice, tender to CRF an amount in immediately available funds equal to the aggregate of the unpaid principal amount of the Repurchased Notes, plus accrued and unpaid interest thereon to the date of tender (such amount to be calculated in accordance with the information contained in Exhibit A). CRF shall thereupon mark the Repurchased Notes "paid" and deliver them to KLT INVESTMENTS.
5. CRF hereby consents to the amendments to the Documents as set forth above.
6. KLT INVESTMENTS, KCPL and GPE represent to CRF that this Amendment Agreement has been properly executed and delivered by each of the parties' respective officers.
7. This Amendment Agreement shall be construed in accordance with the laws of the State of Missouri.
8. This Amendment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall

be an original, but all such counterparts shall constitute one and the same instrument.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, ALL OTHER REPRESENTATIONS, WARRANTIES, COVENANTS, TERMS AND CONDITIONS OF THE DOCUMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the undersigned has executed this Amendment Agreement under seal as of this first day of October, 2001, to be effective as of the date of the Reorganization.

KLT INVESTMENTS INC.

By:/s/ James P. Gilligan
Name: James P. Gilligan
Title: President

KANSAS CITY POWER & LIGHT COMPANY

By:/s/ B. J. Beaudoin
Name:
Title:

GREAT PLAINS ENERGY INCORPORATED

By: /s/ B. J. Beaudoin
Name:
Title:

COMMUNITY REINVESTMENT FUND, INC.

By:/s/ Mary Tingerthal
Name: Mary Tingerthal
Title: Vice President

Remaining Shares Put Option Agreement

THIS PUT OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS PUT OPTION MAY BE MADE UNLESS A REGISTRATION STATEMENT WITH RESPECT TO THIS PUT OPTION (OR TO THE EXTENT EXERCISABLE, THE SHARES RECEIVED UPON EXERCISE OF THIS PUT OPTION) HAS BECOME EFFECTIVE UNDER SAID ACT; AND SUCH REGISTRATION OR QUALIFICATION AS MAY BE NECESSARY UNDER THE SECURITIES LAWS OF ANY STATE HAS BECOME EFFECTIVE, OR THE GRANTOR OF THIS PUT OPTION HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL SATISFACTORY TO THE GRANTOR OF THIS PUT OPTION, THAT SUCH REGISTRATION IS NOT REQUIRED WITH RESPECT TO SUCH PROPOSED DISPOSITION THEREOF, AND THAT SUCH DISPOSITION WILL NOT CAUSE THE LOSS OF THE EXEMPTION UPON WHICH THE GRANTOR OF THIS PUT OPTION RELIED IN ISSUING THIS PUT OPTION TO THE ORIGINAL OWNER THEREOF.

PUT OPTION
to Purchase Common Stock of
DTI Holdings, Inc., a Missouri corporation

FOR VALUE RECEIVED. KLT Telecom Inc. ("Grantor") hereby grants to Richard D. Weinstein or his permitted assigns (such registered holder or holders of this Put Option or any related Put Option Shares (as defined below) are hereinafter referred to as "Optionholder") an irrevocable and exclusive option to sell ("Put Option") that number of Optionholder's shares of common stock (the "Common Stock") of DTI Holdings, Inc. (the "Company") contemplated by Section 1.3 (the "Put Option Shares") of the Amended and Restated Agreement between the parties hereto, dated as of December 26, 2000, as amended as of January 18, 2001, to which the form of this Put Option is attached (the "Agreement"), as a whole, but not in part, pursuant to the terms set forth herein; provided, however, that upon any such exercise, the Grantor may elect to make a Company Sale during the Company Sale Period to the extent permitted under Section 1.3 of the Agreement.

1. EXERCISE OF PUT OPTION

1.1 Term. This Put Option shall be exercisable at any time during the period commencing on September 1, 2003 and ending on August 31, 2005.

1.2 Method of Exercise. To exercise this Put Option in whole, but not in part, the Optionholder shall deliver to Escrow Agent (as defined in Section 4 below), (i) a duly executed written notice, in substantially the form of the Notice of Exercise attached hereto as Exhibit 1 (a copy of which shall be delivered to Grantor), and (ii) this Put Option. The Escrow Agent shall as promptly as practicable, and in any event within 5 days after receipt of such notice, cause to be executed and delivered, in accordance with such notice, a certificate or certificates representing the aggregate number of shares of Common Stock specified therein. The stock certificate or certificates so delivered shall be issued in the name of the Grantor or such other name as shall be designated by the Grantor, as of the date the exercise notice is received by the Escrow Agent.

1.3 Expenses and Taxes. The Grantor shall pay all Put Option expenses, taxes and other charges payable in respect of the issue of this Put Option or the transfer of any stock certificates.

2. RESTRICTIONS ON EXERCISE AND TRANSFER; LEGEND; OWNERSHIP

2.1 Transfer. Subject to the New Shareholders Agreement and the Remaining Shares Call Option Agreement, the Optionholder shall not have the right to sell, hypothecate, pledge, donate, dispose of or otherwise transfer (collectively referred to hereinafter as a "Transfer") this Put Option or the Put Option Shares at any time, except as provided in this Section 2.

2.2 Restrictions Under Securities Act. Neither this Put Option nor the Put Option Shares have been registered under the Securities Act of 1933, as amended (the "Securities Act") or under the securities laws of the any state. This Put Option may not be exercised and neither this Put Option nor the Put Option Shares, when issued, may be Transferred (i) if such action would constitute a violation of any federal or state securities laws or a breach of the conditions to any exemption from registration thereunder (including a loss of the exemptions under the Securities Act, or applicable state securities laws, on which the Grantor relied in issuing this Put Option) and (ii) unless and until one of the following has occurred: (1) registration of this Put Option or the Put Option Shares, as the case may be, under the Securities Act, and such registration or qualification as may be necessary under the securities laws of any state, has become effective, or (2) the Optionholder has delivered to the Grantor an opinion of counsel reasonably acceptable to the Grantor that such registration or qualification is not required and such action will not constitute a breach of the conditions to any exemption from registration thereunder (including a loss of the exemptions under the Securities Act, or applicable state securities laws, on which the Grantor relied in issuing this Put Option).

2.3 Ownership of Put Option. Grantor and Escrow Agent may deem and treat the person in whose name this Put Option is registered as the holder and owner hereof (notwithstanding any notations of ownership or writing hereon made by anyone) for all purposes and shall not be affected by any notice to the contrary.

3. EXERCISE PRICE

Exercise Price. Upon the exercise of this Put Option, Grantor shall pay an aggregate exercise price for all, but not less than all, of the Put Option Shares being purchased at a price determined in accordance with Section 1.3 of the Agreement (the "Remaining Shares Exercise Price").

4. TRANSFER OF PUT OPTION SHARES TO ESCROW

All of the Put Option Shares will be transferred and delivered with the signing of this Put Option to an agreed upon escrow agent (the "Escrow Agent"), pursuant to a mutually agreed upon escrow agreement (the "Escrow Agreement"). Such Escrow Agent will tender the Put Option Shares to Optionholder in accordance with the terms of this Put Option.

5. NOTICE

Any notice or other document required or permitted to be given or delivered to the Grantor shall be delivered at, or sent by certified or registered mail (return receipt requested) to such holder at the last address shown on the books of the Escrow Agent of which address such Grantor shall have notified the Escrow Agent in writing. Any notice or other document required or permitted to be given or delivered to holders of record of outstanding Put Option Shares shall be delivered at, or sent by certified or registered mail to, each such Grantor at such Grantor's address as the same appears on the records of the Escrow Agent. Any notice or other document required or permitted to be given or delivered to the Optionholder shall be delivered at or sent by certified or registered mail to 14222 Kinderhook Drive, Chesterfield, Missouri 63017, or such other address within the United States of America as shall have been furnished in writing by the Optionholder to the Escrow Agent. Any notice or other document required or permitted to be given or delivered to the Escrow Agent shall be delivered at or sent by certified or registered mail to the address specified in the Escrow Agreement or such other address within the United States of America as shall have been furnished in writing by the Escrow Agent to Grantor and to Optionholder. Notices shall be deemed to have been received on the date of the actual receipt which, in the case of mailing, shall be the date of receipt shown on the return receipt.

6. LIMITATIONS OF LIABILITY; NOT SHAREHOLDERS

No provision of this Put Option shall be construed as conferring upon the holder hereof the right to vote, consent, receive dividends or receive notice other than as herein expressly provided in respect of meetings of shareholders for the election of directors of the Company or any other matter whatsoever as a shareholder of the Company. No provision hereof, in the absence of affirmative action by the holder hereof to purchase shares of Common Stock, and no mere enumeration herein of the rights or privileges of the holder hereof, shall give rise to any liability of such holder for the purchase price of any Put Option Shares or as a shareholder of the Company, whether such liability is asserted by Grantor or Company, or by creditors of Grantor or Company.

7. LOSS, DESTRUCTION, ETC. OF PUT OPTION

Upon receipt of evidence satisfactory to the Escrow Agent of the loss, theft, mutilation or destruction of the Put Option. and in the case of any such loss, theft or destruction upon delivery of a bond of indemnity in such form and amount as shall be reasonably satisfactory to the Escrow Agent and Grantor, or in the event of such mutilation upon surrender and cancellation of the Put Option, the Escrow Agent shall cause the Grantor to make and deliver a new Put Option. of like tenor, in lieu of such lost, stolen, destroyed or mutilated Put Option.

8. GENERAL PROVISIONS

8.1 Amendment. This Put Option may be amended only by agreement signed by both the Grantor and the Optionholder.

8.2 Successors and Assigns. This Put Option shall be binding upon and inure to the benefit of the Grantor and his successors and assigns and the Optionholder and its or his permitted successors and assigns.

8.3 Captions. The captions used in this Put Option are for convenience only and do not constitute a part of this Put Option or such Exhibits.

8.4 Complete Agreement. This Put Option and the Purchase Agreement contain the complete agreement between the parties relating to the matters referred to herein and supersede any prior understandings, agreements or representations by or between the

parties, written or oral, which may have related to the subject matter hereof in any way.

8.5 Choice of Law. All questions concerning the construction, validity and interpretation of this Put Option and the Exhibits hereto shall be governed by the laws of the State of Missouri.

8.6 Definitions. Unless otherwise defined in this Put Option, all capitalized terms herein shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Put Option this 6th day of February, 2001.

KLT TELECOM, INC.

By: /s/ Mark R. Schroeder
Name: Mark R. Schroeder
Title: Vice President

Remaining Shares Call Option Agreement

THIS CALL OPTION HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE OR OTHER DISPOSITION OF THIS CALL OPTION MAY BE MADE UNLESS A REGISTRATION STATEMENT WITH RESPECT TO THIS CALL OPTION (OR TO THE EXTENT EXERCISABLE, THE SHARES RECEIVED UPON EXERCISE OF THIS CALL OPTION) HAS BECOME EFFECTIVE UNDER SAID ACT; AND SUCH REGISTRATION OR QUALIFICATION AS MAY BE NECESSARY UNDER THE SECURITIES LAWS OF ANY STATE HAS BECOME EFFECTIVE, OR THE GRANTOR OF THIS CALL OPTION HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL SATISFACTORY TO THE GRANTOR OF THIS CALL OPTION, THAT SUCH REGISTRATION IS NOT REQUIRED WITH RESPECT TO SUCH PROPOSED DISPOSITION THEREOF, AND THAT SUCH DISPOSITION WILL NOT CAUSE THE LOSS OF THE EXEMPTION UPON WHICH THE GRANTOR OF THIS CALL OPTION RELIED IN ISSUING THIS CALL OPTION TO THE ORIGINAL OWNER THEREOF.

CALL OPTION
to Purchase Common Stock of
DTI Holdings, Inc., a Missouri corporation

FOR VALUE RECEIVED, Richard D. Weinstein ("Grantor") hereby grants to KLT Telecom Inc. or its permitted assigns (such registered holder or holders of this Call Option or any related Call Option Shares (as defined below) are hereinafter referred to as "Optionholder") an irrevocable and exclusive Option to purchase ("Call Option") that number of Grantor's shares of common stock (the "Common Stock") of DTI Holdings, Inc. (the "Company") contemplated by Section 1.4 (the "Call Option Shares") of the Amended and Restated Agreement between the parties hereto, dated as of December 26, 2000, as amended as of January 18, 2001, to which the form of this Call Option is attached (the "Agreement"), as a whole, but not in part, pursuant to the terms set forth herein.

1. EXERCISE OF CALL OPTION

1.1 Term. This Call Option shall be exercisable at any time during the period commencing on September 1, 2005 and ending on September 1, 2007.

1.2 Method of Exercise. To exercise this Call Option in whole, but not in part, the Optionholder shall deliver to Escrow Agent (as defined in Section 4 below). (i) a duly executed written notice, in substantially the form of the Notice of Exercise attached hereto as Exhibit 1 (a copy of which shall be delivered to Grantor), (ii) payment of the Remaining Shares Call Exercise Price (as defined in Section 3 below) for each share of Common Stock purchased in cash, and (iii) this Call Option. The Escrow Agent shall as promptly as practicable, and in any event within 5 days after receipt of such notice, cause to be executed and delivered, in accordance with such notice, a certificate or certificates representing the aggregate number of shares of Common Stock specified therein. The stock certificate or certificates so delivered shall be issued in the name of the Optionholder or such other name as shall be designated by the Optionholder, as of the date the exercise notice is received by the Escrow Agent.

1.3 Expenses and Taxes. The Grantor shall pay all Call Option expenses, taxes and other charges payable in respect of the issue of this Call Option or the transfer of any stock certificates.

2. RESTRICTIONS ON EXERCISE AND TRANSFER; LEGEND; OWNERSHIP

2.1 Transfer. Subject to the New Shareholders Agreement and the Remaining Shares Put Option Agreement, the Optionholder shall not have the right to sell, hypothecate, pledge, donate, dispose of or otherwise transfer (collectively referred to hereinafter as a "Transfer") this Call Option or the Call Option Shares at any time, except as provided in this Section 2.

2.2 Restrictions Under Securities Act. Neither this Call Option nor the Call Option Shares have been registered under the Securities Act of 1933, as amended (the "Securities Act") or under the securities laws of any state. This Call Option may not be exercised and neither this Call Option nor the Call Option Shares, when issued, may be Transferred (i) if such action would constitute a violation of any federal or state securities laws or a breach of the conditions to any exemption from registration thereunder (including a loss of the exemptions under the Securities Act, or applicable state securities laws, on which the Grantor relied in issuing this Call Option) and (ii) unless and until one of the following has occurred: (1) registration of this Call Option or the Call Option Shares, as the case may be, under the Securities Act, and such registration or qualification as may be necessary under the securities laws of any state, has become effective, or (2) the Optionholder has delivered to the Grantor an opinion of counsel reasonably acceptable to the Grantor that such registration or qualification is not required and such action will not constitute a breach of the conditions to any exemption from registration thereunder (including a loss of the exemptions under the Securities Act, or applicable state securities laws, on which the Grantor relied in issuing this Call Option).

2.3 Ownership of Call Option. Grantor and Escrow Agent may deem and treat the person in whose name this Call Option is registered as the holder and owner hereof (notwithstanding any notations of ownership or writing hereon made by anyone) for all purposes and shall not be affected by any notice to the contrary.

3. EXERCISE PRICE

Exercise Price. Upon the exercise of this Call Option, Optionholder shall pay an aggregate exercise price for all, but not less than all, of the Call Option Shares being purchased at a price determined in accordance with Section 1.4 of the Agreement (the "Remaining Shares Call Exercise Price").

4. TRANSFER OF CALL OPTION SHARES TO ESCROW

All of the Call Option Shares will be transferred and delivered with the signing of this Call Option to an agreed upon escrow agent (the "Escrow Agent"), pursuant to a mutually agreed upon escrow agreement (the "Escrow Agreement"). Such Escrow Agent will tender the Call Option Shares to Optionholder in accordance with the terms of this Call Option.

5. NOTICE

Any notice or other document required or permitted to be given or delivered to the Optionholder shall be delivered at, or sent by certified or registered mail (return receipt requested) to such holder at the last address shown on the books of the Escrow Agent of which address such Optionholder shall have notified the Escrow Agent in writing. Any notice or other document required or permitted to be given or delivered to holders of record of outstanding Call Option Shares shall be delivered at, or sent by certified or registered mail to, each such Optionholder at such Optionholder's address as the same appears on the records of the Escrow Agent. Any notice or other document required or permitted to be given or delivered to the Grantor shall be delivered at or sent by certified or registered mail to 14222 Kinderhook Drive, Chesterfield, Missouri 63017, or such other address within the United States of America as shall have been furnished in writing by the Grantor to the Escrow Agent. Any notice or other document required or permitted to be given or delivered to the Escrow Agent shall be delivered at or sent by certified or registered mail to the address specified in the Escrow Agreement or such other address within the United States of America as shall have been furnished in writing by the Escrow Agent to Grantor and to Optionholder. Notices shall be deemed to have been received on the date of the actual receipt which, in the case of mailing, shall be the date of receipt shown on the return receipt.

6. LIMITATIONS OF LIABILITY; NOT SHAREHOLDERS

No provision of this Call Option shall be construed as conferring upon the holder hereof the right to vote, consent, receive dividends or receive notice other than as herein expressly provided in respect of meetings of shareholders for the election of directors of the Company or any other matter whatsoever as a shareholder of the Company. No provision hereof, in the absence of affirmative action by the holder hereof to purchase shares of Common Stock, and no mere enumeration herein of the rights or privileges of the holder hereof, shall give rise to any liability of such holder for the purchase price of any Call Option Shares or as a shareholder of the Company, whether such liability is asserted by Grantor or Company, or by creditors of Grantor or Company.

7. LOSS, DESTRUCTION, ETC. OF CALL OPTION

Upon receipt of evidence satisfactory to the Escrow Agent of the loss, theft, mutilation or destruction of the Call Option, and in the case of any such loss, theft or destruction upon delivery of a bond of indemnity in such form and amount as shall be reasonably satisfactory to the Escrow Agent and Grantor, or in the event of such mutilation upon surrender and cancellation of the Call Option, the Escrow Agent shall cause the Grantor to make and deliver a new Call Option, of like tenor, in lieu of such lost, stolen, destroyed or mutilated Call Option.

8. GENERAL PROVISIONS

8.1 Amendment. This Call Option may be amended only by agreement signed by both the Grantor and the Optionholder.

8.2 Successors and Assigns. This Call Option shall be binding upon and inure to the benefit of the Grantor and his successors and assigns and the Optionholder and its or his permitted successors and assigns.

8.3 Captions. The captions used in this Call Option are for convenience only and do not constitute a part of this Call Option or such Exhibits.

8.4 Complete Agreement. This Call Option and the Purchase Agreement contain the complete agreement between the parties relating to the matters referred to herein and supersede any prior understandings, agreements or representations by or between the

parties, written or oral, which may have related to the subject matter hereof in any way.

8.5 Choice of Law. All questions concerning the construction, validity and interpretation of this Call Option and the Exhibits hereto shall be governed by the laws of the State of Missouri.

8.6 Definitions. Unless otherwise defined in this Call Option, all capitalized terms herein shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Call Option this 6th day of February, 2001.

/s/ Richard D. Weinstein
Richard D. Weinstein

LEASE AGREEMENT

THIS AGREEMENT, entered into this 1st day of October, 1984, between KANSAS GAS AND ELECTRIC COMPANY, hereinafter referred to as KG&E or "Lessor", and KANSAS CITY POWER AND LIGHT COMPANY, hereinafter referred to as KCP&L or "Lessee",

W I T N E S S E T H:

WHEREAS, KG&E and KCP&L are co-owners of the Wolf Creek Generating Station ("Wolf Creek") and the La Cygne Generating Station ("La Cygne"); and

WHEREAS, KCP&L requires a transmission path to deliver its share of power and energy generated at Wolf Creek to its transmission system; and

WHEREAS, KG&E owns a 345 KV transmission line approximately fifty-nine and 4/10 (59.4) miles in length, extending from the bus in the LaCygne switchyard to the bus in the Wolf Creek switchyard, hereinafter referred to as the "Transmission Line";

NOW, THEREFORE, for and in consideration of their mutual covenants and agreements hereinafter set forth, Lessor hereby leases to Lessee the Transmission Line on the following terms and conditions:

1. KG&E leases the Transmission Line, including all poles, wires, fixtures, and appurtenances, and right-of-way easements upon which such Transmission Line is constructed to KCP&L.
2. This lease shall commence when the Wolf Creek turbine generator is first synchronized to the 345 KV transmission system for the generation of electric power and when such power is predominantly resultant from the nuclear fission process in the Wolf Creek reactor core and shall extend for five (5) years thereafter, subject to any early termination, extensions, or renewals as provided below.
3. Following the original five (5) year term, this lease shall be automatically renewed for an additional one (1) year term and for successive one (1) year terms unless either party, at least two (2) years prior to the expiration of the original term or, if renewed, at least two (2) years prior to the expiration of the renewal term, gives written notice to the other party that the lease term will not be renewed.
4. In the event KCF&L shall secure an alternate transmission path to Wolf Creek, KCP&L may cancel this lease upon ninety (90) days written notice to KG&E of its intention to do so.

5. Lessee shall pay to Lessor as rental for the Transmission Line the following sums for each month of each respective year of the original term:

For the first year,	\$189,857.50 per month
For the second year,	\$183,989.16 per month
For the third year,	\$174,367.50 per month
For the fourth year,	\$165,498.33 per month
For the fifth year,	\$157,376.66 per month

The first rental payment shall be due on the commencement date of this lease as provided in paragraph two (2) of this Lease

Agreement and each subsequent rental payment shall be paid on the same date of each succeeding month. For each renewal term, the rental payments shall be the same as the rental payments due for each month of the fifth year of the original term, subject to any modifications under paragraph six (6).

6. After acceptance of the initial filing of this Lease Agreement, Lessor shall have the right to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates or terms and conditions of this Lease Agreement under

Subsection 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

7. KCP&L represents that it has inspected the Transmission Line and finds it suitable for its intended purposes and accepts the line in its present condition.

8. No modifications or alterations, other than required maintenance, shall be made to the Transmission Line without the approval of the parties to this Lease Agreement. However, if KG&E desires to underbuild or to add, at its costs, equipment or facilities to the Transmission Line, KCP&L shall give its approval, provided such alterations do not unreasonably interfere with KCP&L's use of the Transmission Line.

9. The Transmission Line will be operated and maintained by KG&E personnel in accordance with KG&E's practices.

10. In addition to the payment set forth in Paragraph 5, KCP&L shall reimburse KG&E for all direct and indirect operating expenses attributable to the Transmission Line.

(a) Operating expenses shall include but shall not be limited to:

1. All direct operation and maintenance expenses as recorded in the transmission accounts 563 and 571, plus ten percent (10%).

2. Payroll taxes recorded in account 408 related to KG&E labor charged to the above transmission accounts.

3. Pensions and Benefits - account 926 related to KG&E labor charged to the above transmission accounts.

4. Property insurance applicable to the Transmission Line - account 924.

5. Regulatory Commission expenses applicable to this lease - account 928.

6. Property taxes applicable to the Transmission Line- account 408.

7. An indirect overhead rate, the numerator of which is KG&E Administrative and General expenses in account 920, 921, 922, 925, 930.2, and 932, and the denominator of which is utility expenses to which such expenses apply, specifically excluding fuel, purchased power and interchanged power costs, applicable to transmission accounts 563 and 571.

(b) Such expenses shall be paid by KCP&L within thirty (30) days after being billed for such expenses by KG&E.

11. Annually KG&E shall provide KCP&L a maintenance and operations budget with regard to the Transmission Line.

12. With respect to the payments set forth in Paragraph 10, KG&E shall provide KCP&L access to all documents, books and records that KCP&L may reasonably require to verify and audit such taxes and expenses.

13. In the event the Transmission Line is damaged by storm or other casualty Lessor shall repair the same, such repairs to be accomplished with reasonable diligence after notice of such damage, the capital expense of such repair shall be borne by Lessor. Such damage shall not be cause for terminating this lease, but may result in review pursuant to Paragraph 6 if KG&E's cost in the Transmission Line is significantly increased.

14. Lessor shall not be liable for any consequential damage as a result of the unavailability of the Transmission Line for any reason other than its willful misconduct or gross negligence. It is expressly agreed that Lessor does not insure continuous availability of the Transmission Line.

15. This lease shall not be assigned nor shall the subject Transmission Line or any part thereof be let or sublet by the Lessee.

16. Upon default of any obligation of either party under this lease, the aggrieved party may give the other party written notice that it demands compliance with the lease and that such default or breach be cured within thirty (30) days of the date of the notice. If within the said time such default or breach is not cured, the aggrieved party may terminate this lease by giving sixty (60) days notice of such termination.

17. At the end of the term of this lease or any renewal thereof, or upon termination under any of the other provisions of this lease, Lessee shall quit and surrender the Transmission Line.

18. Any scheduled outages of the Transmission Line for maintenance and/or construction shall be coordinated between the dispatching personnel of the parties.

19. The interconnection metering on the Transmission Line is currently located at LaCygne. During the term of the lease and any renewals thereof, the interconnection metering shall be at Wolf Creek. Any expenses associated with the establishment of metering facilities at Wolf Creek shall be paid by KCP&L. At the expiration of the term of the lease or any renewal thereof, the interconnection metering shall revert to LaCygne and KCP&L shall pay any costs associated therewith.

20. In the event either party hereto should be delayed in or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said parties by this agreement, by reason of or through strike, stoppage in labor, failure of contractors or suppliers of materials, riot, fire, storm, flood, earthquake, ice, invasion, civil war, commotion, insurrection, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority, either de facto or de jure, explosion, act of God or the public enemies, or any cause reasonably beyond its control and not attributable to its neglect, such delay or prevention shall not constitute a breach of this agreement, and both parties shall be relieved of performance under this agreement and shall not be liable to the other party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the party suffering such delay or prevention shall use due and practical diligence to remove the cause or causes thereof; and provided, further, that neither party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable.

21. Each party will defend, indemnify and save harmless the other party against liability, loss, costs and expenses resulting from injury to or death of its own employees, occurring while such employees are engaged in the line of their duties, whether or not such employees be harmed on the property of, or on or adjacent to the facilities of the other party.

22. All rights and remedies under this lease shall be cumulative and none shall exclude any other rights and remedies allowed by law to either party.

23. Any waiver at any time by either party of its right with respect to a default under this agreement, or with respect to any other matter arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

24. Any notices which Lessor or Lessee shall be required or may desire to give to the other shall be made in writing and sent by United States mail, postage prepaid, addressed to Lessor at its offices in Wichita, Kansas, and to Lessee at its offices in Kansas City, Missouri.

25. The terms and provisions herein contained constitute the entire agreement between the parties and supercede all previous communications, representations or agreements, either verbal or written between the parties hereto with respect to the subject matter hereof.

26. Both parties acknowledge and agree that each of the provisions set forth above are essential elements of the consideration given for this agreement and, therefore, in the event that any regulatory body having jurisdiction or any court of competent jurisdiction should not approve any provision of this agreement, on its initial filing, then either party shall be entitled to withdraw or cancel this agreement provided that both parties reserve the right at all times to judicial review in the courts of any action, order or approval or disapproval by such regulatory body in such manner as may be permitted by

applicable law.

27. This Lease Agreement shall be null and void if the Nuclear Regulatory Commission requires an additional 345 KV line to Wolf Creek as a condition of the grant of an operating license for Wolf Creek.

28. Lessor shall have the primary responsibility, at KCP&L's costs, to secure all regulatory approvals as may be required, except for any certification of convenience and necessity which KCP&L must obtain, which regulatory approval shall be the primary responsibility of KCP&L. The parties shall cooperate fully in securing such approvals.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

KANSAS GAS AND ELECTRIC COMPANY
By /s/Kent R. Brown
Title Group Vice President-Technical
Services

ATTEST: "LESSOR"

/s/Richard W. Jewell
Secretary

KANSAS CITY POWER & LIGHT COMPANY
By /s/L. Rasmussen
Executive Vice President

ATTEST: "LESSEE"

/s/Jeanie Sell Latz
Secretary

Approved:
/s/Eric T. Swanson
Counsel

April 9, 1991

Mr. Kent R. Brown
Group Vice President
Kansas Gas and Electric Company
120 E. First
P. O. Box 208
Wichita, Kansas 67201

Dear Mr. Brown:

As we have discussed in our recent phone conversation, KCPL is willing, in response to your recent proposals, to agree to the following terms to resolve the remaining issues regarding extension by Kansas Gas and Electric Company ("KGE") and Kansas City Power & Light Company ("KCPL") of the October 1, 1984 Lease Agreement ("Lease") of the Wolf Creek/LaCygne transmission line. We will agree to the following:

1. Both parties will treat the notice of intent not to renew the Lease upon the expiration of its five-year term in 1990, sent by KCPL on July 8, 1988, and the notice sent by KGE on May 2, 1990, setting a termination date of the Lease on August 2, 1990, as void, ab initio.

2. The parties agree, all other notices, attempted notices and regulatory filings to date notwithstanding, that the Lease is in full force and effect pursuant to its own terms of automatic renewal for successive one-year terms unless either party, at least two years prior to the expiration of the original term or, if renewed, at least two years prior to the expiration of the renewal term, gives written notice to the other party that the Lease term will not be renewed.

3. The parties agree that throughout the operating life of the Wolf Creek Generating Station neither party will give such a notice that the Lease will be canceled or otherwise not renewed, except for material breach by the other party or, for KCPL, except in the additional circumstance identified in the fifth

paragraph of this letter agreement contained below.

4. The parties agree that while the Lease is in effect, KGE will be entitled to no other compensation for delivery to KCPL of KCPL's Wolf Creek entitlements. The parties further agree that during that same period KGE will not exercise its right contained in Paragraph 6 of the Lease to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rental payment specified in Paragraph 5 of the Lease, unless that change in rental payment is based on KGE's actual costs in the Wolf Creek/LaCygne transmission line, including any costs incurred by KGE in the circumstances identified in Paragraph 13 of the Lease.

5. The parties agree that in the event KGE does exercise its right for a change in the rental payment under the terms of the preceding paragraph of this letter agreement, KCPL will be entitled, if it chooses, to exercise its right contained in Paragraph 4 of the Lease to cancel the Lease upon ninety (90) days written notice if it is able to secure an alternative transmission path to Wolf Creek, which could include construction of its own transmission line. KCPL agrees that in consideration of the extension of the Lease pursuant to the terms hereunder it will not exercise its right in that regard, except in the circumstance described in this paragraph, throughout the operating life of the Wolf Creek Generating Station.

6. The parties agree that the Lease and this letter agreement will be binding upon their respective successors and assigns. KGE represents that KGE has the authority under its existing merger agreement with the Kansas Power and Light Company ("KPL") to so bind KPL upon its merger with KGE (and the corporation which will emerge from that proposed merger), or if it does not have such authority, that the concurrence of KPL in the terms of the Lease, and this letter agreement, will be obtained in writing within 5 days of the execution of the letter agreement by the parties.

7. KCPL agrees that upon the execution of this letter agreement (including any written concurrence by KPL required pursuant to the preceding paragraph), and upon the filing of this letter agreement by KGE for the necessary approvals from the regulatory agency having jurisdiction (which application would include KCPL's certificate of concurrence), KCPL will promptly withdraw its intervention in FERC Docket No. EC91-2-000 and will no longer participate in addressing any issue regarding the transmission services to be provided by KGE and/or KPL upon the consummation of their proposed merger which may arise in KCC Docket No. 174,155-U or in MPSC Docket No. EM-91-213. By remaining as intervenor in KCC Docket No. 174,155-U and in MPSC Docket No. EM-91-213 it is not KCPL's desire or intent to oppose KGE and KPL's merger application, but to protect its interests on any (non-transmission) issue affecting it as a utility which would be interconnected with the merged company which may arise during the hearings in those proceedings.

8. This letter agreement will be effective and binding between KCPL and KGE even in the circumstance that the proposed merger between KGE and KPL is not consummated for whatever reason. If you concur that the foregoing represents our agreement as to the continued effectiveness of the Lease, please sign where indicated below and return a signed copy to me.

Very truly yours,

/s/J. M. Evans

JME:cb

The above and foregoing letter agreement approved by
Kansas Gas and Electric Company
this 9th day of April, 1991.
By /s/Kent R. Brown
Kent R. Brown
Group Vice President

Facilities Use Agreement
by and between
St. Joseph Light & Power Company and Kansas City Power &
Light Company
for Access by Kansas City Power & Light Company to the
Cooper-Fairport-St. Joseph 345 Kilovolt Interconnection

THIS AGREEMENT, made the 5th day of March, 1990, by and between St. Joseph Light & Power Company ("SJLP"), a Missouri Corporation, and Kansas City Power & Light Company ("KCPL"), a Missouri Corporation;

WITNESSETH:

WHEREAS SJLP and KCPL ("Party" or "Parties") are each the owner and operator of an electric utility system, including facilities for generation, transmission, distribution and sale of electric power and energy, and

WHEREAS the electric systems of the Parties are interconnected at 345 kV at their jointly owned Iatan substation, as well as at other locations, and

WHEREAS the Parties are participants along with five other electric utilities, in a transmission interconnection project known as the Cooper-Fairport-St. Joseph 345 Kilovolt Interconnection ("CFSI") and

WHEREAS the CFSI participants have entered into an agreement to construct the necessary 345 kV transmission lines and other facilities, along with three terminals ("Terminal Facilities") through which the seven CFSI participants will access the CFSI as "Points of Interconnection" (as these two terms are defined in the CFSI agreement), and

WHEREAS the CFSI agreement provides that each CFSI participant, either by direct ownership or by other means, will be responsible for the expense of owning and operating an equal one-seventh share of the transmission line and certain other "Joint Facilities" (as this term is defined in the CFSI agreement) and shall provide for its own access to the CFSI through one of the three sets of Terminal Facilities, and

WHEREAS the CFSI agreement provides that one of the three sets of Terminal Facilities will be located at the St. Joseph 345 kV substation, owned and operated by SJLP, and that the financial and liability responsibilities for the ownership and operation of the SJLP Terminal Facilities will be established in a separate agreement between SJLP and KCPL, and

WHEREAS KCPL desires its Point of Interconnection with the CFSI to be SJLP's Terminal Facilities and desires to transfer power and energy from and to those Terminal Facilities by use of SJLP's existing 345 kV line in service between the Iatan and the St. Joseph substations, and

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, the Parties agree as follows:

1. SJLP shall design, construct, own, operate and maintain the Terminal Facilities called for in the CFSI agreement at its St. Joseph Substation according to such standards and procedures as are agreed to by the Parties. KCPL shall be provided opportunity to review SJLP's activity in these matters to verify that SJLP is in compliance with the provisions of this paragraph.
2. The costs of such construction shall include any costs for the work of relocating or modifying any substation or line facilities in or near the St. Joseph Substation which may not be a part of the Terminal Facilities but which relocation or modification is made necessary by the installation of the Terminal Facilities.
3. Due to the physical arrangement of the existing 345 kV equipment at the St. Joseph Substation, as well as the need to rearrange certain 345 kV line exits in order to obtain the most effective substation configuration, the Fairport-St. Joseph segment of the CFSI will terminate between two existing circuit breakers, one of which is shown in Exhibit A of the CFSI agreement as a component of the St. Joseph Terminal Facilities. The connection of the Fairport line will, however, require a new 345 kV circuit breaker to be installed in another location on the 345 kV bus at the St. Joseph Substation. For the purpose of establishing SJLP's construction, ownership, operation and maintenance costs attributable to its Terminal Facilities referred to in paragraph 4 below, the costs associated with the new circuit breaker will be used rather than those of the existing circuit breaker which is located in the position of the

Terminal Facilities.

4. In recognition for the right of access provided in paragraph 6 below, KCPL agrees to reimburse SJLP or otherwise take responsibility for fifty percent (50%) of SJLP's one-seventh share of the expense of owning the CFSI Joint Facilities and fifty percent (50%) of SJLP's expense of constructing, owning and operating SJLP's Terminal Facilities. Upon completion of the Terminal Facilities and any related work, and placing the terminal in service, SJLP shall certify to KCPL the total cost of the work including all appropriate overheads. Beginning at the time the Terminal Facilities are placed in service, KCPL agrees to pay SJLP each month during the term of this Agreement, within six working days of receipt of SJLP's invoice, a fee as set forth in Exhibit A. The initial and final monthly payments shall be prorated for fractional parts of a month if applicable.
5. KCPL agrees that, during the term of this Agreement, any future additions to or upgrades of the Terminal Facilities which are necessary and appropriate for the continued operation of the CFSI for the purposes contemplated in the CFSI agreement, including conversion to breaker-and-one-half arrangement in the event the St. Joseph Substation is expanded beyond the present six-bay ring bus arrangement, will be constructed by SJLP and will be included as a part of the Terminal Facilities at the time such added or upgraded facilities are placed in service.
6. SJLP agrees that KCPL, by meeting its obligations under this Agreement, shall have the right to access the CFSI over SJLP's Iatan - St. Joseph 345 kV line and across its St. Joseph Substation facilities ("Path") to the Terminal Facilities at the St. Joseph Substation subject to the following conditions:
 - a) KCPL shall have a right to schedule power and energy under the CFSI service schedules over the Path, subject to all terms and conditions of the CFSI agreement, in each direction in amounts up to KCPL's proportionate share of the capacity of the Path as set forth in paragraph 6(d) below.
 - b) SJLP shall have a right to utilize the Path for any purpose in each direction in amounts up to SJLP's proportionate share of the capacity of the Path as set forth in paragraph 6(d) below.
 - c) If either Party does not fully utilize its capacity rights as set forth above in (a) and (b), the other Party may utilize such unused capacity; subject however, to recapture by the entitled Party upon 24 hours notice. In the event that the application of the 24 hour notice provision of this subparagraph results in a consistent impediment to the ability of one Party to utilize its proportionate share of the capacity of the Path, the Parties shall, by mutual agreement, adopt such alternate provisions as will effectively remove such impediment.
 - d) KCPL's proportionate share of the capacity of the Path shall be equal to 475 divided by the nominal capacity of the Path expressed in megavolt-amperes. SJLP's proportionate share shall be equal to 1.0 minus KCPL's proportionate share. The nominal capacity of the Path is 950 MW; however, SJLP may, at its own expense, upgrade the conductor and/or other facilities of the Path to increase the nominal capacity rating. If SJLP elects to increase the nominal capacity rating, it shall promptly notify KCPL of such action. Any temporary reduction in the current carrying capacity of the Path shall be treated as a curtailment incident under the procedures set forth in paragraph 6(e) below and not as a reduction of the nominal capacity rating.
 - e) In the event of a necessity, for any reason, to curtail schedules over the Path, the following priorities shall be observed:
 - i) SJLP's use of the Path for schedules related to any generating capacity located at the Iatan Station which SJLP owns, or may own or contract for during the term of this Agreement, shall have the highest priority.
 - ii) SJLP's emergency service transactions and/or capacity transactions which are not provided for in (i) above shall be of equal priority with KCPL's emergency service and/or capacity transactions and shall have the second highest priority.
 - iii) SJLP's energy transactions and KCPL's energy transactions shall have equal priority and shall have a priority lower than the transactions listed in (i) and (ii) above.

iv) Procedures for curtailment shall follow the principle that curtailments within each category of transaction shall be accomplished by first reducing each Party's scheduled transactions to its proportionate share of the nominal capacity of the Path and then reducing the remaining transactions in proportional amounts until the necessity to curtail is alleviated.

7. This Agreement shall become effective upon its execution by the Parties and shall be coterminous with and shall remain in effect concurrently with the CFSI agreement, so long as KCPL remains a participant in the CFSI agreement.

8. This Agreement shall be amended in the event that the CFSI agreement is amended in a manner that causes material change in the terms, conditions or underlying concepts contemplated by or embodied in this Agreement.

If, however, the Parties are unable to reach agreement on an amendment in the above circumstance, then this matter shall be resolved by arbitration in accordance with the provisions of the following paragraph 9.

9. In the event of any dispute between the Parties arising under this Agreement, each Party shall have the right to appoint a disinterested person as arbitrator and the matter or matters in dispute shall be decided by said arbitrators and in the event that said arbitrators are unable to agree, said arbitrators shall appoint a third and disinterested party and the decision of two of the three shall be binding and conclusive upon the parties hereto, and in the event that the said two arbitrators shall be unable to agree with respect to the appointment of a third, such third arbitrator or umpire shall be appointed by the Senior Judge then sitting in the Western District of the United States District Court for the State of Missouri. Other than as provided for herein, the submission of any controversy arising under this Agreement to arbitration shall be in such manner as is provided for under the Missouri General Arbitration Act, Sections 435.350 et seq., R.S.MO.

10. All risk, loss and damage paid to third parties arising out of the ownership, construction, operation, or maintenance of the Terminal Facilities, as that ownership, construction, operation or maintenance relates to performance of obligations under this Agreement, shall be borne equally by the Parties except that, in the case of willful or wanton action on the part of one Party, that Party shall bear full responsibility for any third party liability arising from such willful or wanton action and shall indemnify, hold harmless and defend the other Party from all demands, claims, losses or liabilities arising from such willful or wanton action.

11. The Parties shall not be considered to be in default with respect to any obligation hereunder if prevented or delayed in whole or in part from fulfilling such obligation by reason of uncontrollable forces, provided that the provisions of this Section shall not apply to the obligation for payments to be made under this Agreement. The term "Uncontrollable Forces" shall mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or act of a public authority, or other causes beyond the control of the Party affected, which such Party could not reasonably have been expected to have avoided by exercise of due diligence and foresight. Any Party unable to fulfill any of its obligations by reason of Uncontrollable Forces will exercise its best efforts to remove such disability with reasonable dispatch, provided that neither Party shall be required to settle or resolve labor disturbances or strikes or to accept or agree to governmental or regulatory orders or conditions without objection or contest on any basis not acceptable to such Party in its sole discretion. Notice of Uncontrollable Forces shall be given by the Party affected as soon as reasonably possible, but in no event later than 48 hours after learning of such Uncontrollable Forces.

12. All notices hereunder shall be properly addressed to the Chief Executive Officer for the Party concerned and shall be given by receipted personal delivery or courier service or by tested telex or other teletransmission device capable of creating a written record of such notice and its receipt. Notices hereunder shall be effective upon receipt.

13. This Agreement shall be binding upon and its benefits shall inure to the Parties and their successors and assigns; however, no transfer of any rights or obligations herein shall occur without the prior written consent of the other Party (said consent not to be unreasonably withheld) except in cases of transfer to a trustee or receiver in bankruptcy of a Party, to a foreclosing mortgagee of a Party, to any successor to all or substantially all of the electric properties of a Party, whether by reorganization, merger, or

consolidation, but only if such successor or assignee in such cases where no consent is required shall covenant in writing delivered to the other Party to assume the obligations of such Party so assigning and transferring this Agreement.

14. Any waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or matter.
15. It is understood and agreed that all representations, understandings and prior negotiations are merged into this Agreement, and that this Agreement constitutes the sole and entire Agreement between the Parties and no modification hereof shall be binding unless made a part hereof in writing executed by both Parties.
16. SJLP will have the responsibility of obtaining all required prior approvals from any regulatory body having jurisdiction over the subject matter of this Agreement, and to use its best efforts to obtain all such approvals prior to December 31, 1991. KCPL agrees to assist fully and share equally in the cost of SJLP's obtaining these approvals. This Agreement shall not be operative until all such approvals are obtained.
17. The Parties intend that this Agreement shall be changed only by written amendment executed by the Parties, and that it shall not be changed by any filing or application with the Federal Energy Regulatory Commission pursuant to Sections 205 or 206 of the Federal Power Act, or by any filing, application or request made to any other regulatory body or approving authority having jurisdiction over this Agreement.
18. To the extent necessary to effectuate the provisions of this Agreement and to the extent it is not inconsistent with any specific provision of this Agreement, the CFSI agreement referred to above, as the same may be amended from time to time, is hereby incorporated in this document by reference.

Executed as of the date first herein above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Attest: ST. JOSEPH LIGHT & POWER COMPANY
/s/Gary L. Myers /s/Terry F. Steinbecker
Title: President & Chief
Executive Officer

Attest: KANSAS CITY POWER & LIGHT COMPANY
/s/Mark Sholander /s/A. Drue Jennings
Title: President & CEO

CONSTRUCTION AND FINANCING AGREEMENT
FOR THE COOPER-FAIRPORT-ST. JOSEPH 345 KILOVOLT INTERCONNECTION

THIS AGREEMENT, made the 5th day of March 1990, by and between ASSOCIATED ELECTRIC COOPERATIVE, INC. (AECI), a Missouri corporation, and KANSAS CITY POWER & LIGHT COMPANY (KCPL), a Missouri corporation.

WHEREAS, the parties to this Agreement (hereinafter called "Party" or "Parties"), along with others, have entered into a contract entitled COORDINATING AGREEMENT BY AND AMONG ASSOCIATED ELECTRIC COOPERATIVE, INC., KANSAS CITY POWER & LIGHT COMPANY, ST. JOSEPH LIGHT & POWER COMPANY, NEBRASKA PUBLIC POWER DISTRICT, OMAHA PUBLIC POWER DISTRICT, CITY OF LINCOLN AND IOWA INC. FOR THE COOPER-FAIRPORT-ST. JOSEPH 345 KILOVOLT INTERCONNECTION (hereinafter called the "Coordinating Agreement"); and

WHEREAS, the Coordinating Agreement provides that the parties to the Coordinating Agreement equally share in the financial responsibility to construct certain Joint Facilities as defined in that Coordinating Agreement, including, but not limited to, a 345 kilovolt transmission line from Nebraska Public Power District's Cooper 345 kV Substation to AECI's Fairport 345/161 kV Substation to St. Joseph Light & Power Company's St. Joseph 345 kV Substation; and

WHEREAS, KCPL desires AECI to finance, construct and own the portion of the Joint Facilities for which KCPL has financial responsibility under the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 Joint Facilities shall be as defined in the Coordinating Agreement and thus shall include a 345 kV transmission line extending from Nebraska Public Power District's Cooper 345 kV Substation to AECI's Fairport 345/161 kV Substation to St. Joseph Light & Power Company's St. Joseph 345 kV Substation, all requisite reactive compensation facilities, and all other property, facilities, and equipment comprising the Interconnection as defined in the Coordinating Agreement, but shall not include Terminal Facilities and the St. Joseph Transformer as those terms are defined in the Coordinating Agreement.

1.2 "Nebraska Segment" shall be as defined in the Coordinating Agreement and shall include that portion of the 345 kV transmission lines included in the Interconnection, approximately 1.0 mile in length, which extends from the Cooper Substation line terminal to the point at which the line crosses the Nebraska-Missouri State border. This segment includes the Nebraska portion of the river crossing which spans the Missouri River adjacent to Cooper.

1.3 "Missouri Segment" shall be as defined in the Coordinating Agreement and shall include that portion of the 345 kV transmission lines included in the Interconnection, approximately 104 miles in length, extending from the point at which the line crosses the Nebraska-Missouri State border to the Fairport Substation 345 kV bus and continuing from the Fairport Substation 345 kV bus to the St. Joseph Substation line terminal. This segment includes the Missouri portion of the river crossing which spans the Missouri River adjacent to Cooper.

1.4 "Actual Construction Cost" shall mean the cost to construct the Joint Facilities including, but not limited to, labor, materials, contract services, engineering services, environmental studies, right-of-way acquisition, legal expenses, right-of-way clearing and restoration, and reasonable overheads. Overheads shall include, but not be limited to, interest during construction, engineering, superintendence, drafting, stores handling, transportation, testing and miscellaneous. Actual Construction Cost shall be calculated pursuant to the Electric Plant Instructions section of REA Bulletin 181-1 (latest revision) entitled "Uniform System of Accounts Prescribed for Electric Borrowers of the Rural Electrification Administration" at such time as the costs are incurred by the Party responsible for constructing the applicable portion of the Joint Facilities.

ARTICLE II

CONSTRUCTION

2.1 AECI has, by separate agreement with each of the parties to the Coordinating Agreement, agreed to construct and own the Missouri Segment. By separate agreement with Nebraska Public Power District (NPPD), AECI shall cause the Nebraska Segment, including the crossing of the Missouri River, to be constructed by NPPD at AECI's expense.

2.2 AECI agrees to construct the Missouri Segment and agrees

to cause the Nebraska Segment to be constructed in accordance with acceptable standards and Prudent Utility Practice as defined in the Coordinating Agreement using the same prudence and care that it would exercise in the construction of such facilities for its own use. In addition, all such construction shall be performed in accordance with all applicable requirements of the Coordinating Agreement.

2.3 AECI shall put forth its best efforts to obtain the lowest cost financing for the Joint Facilities, for which AECI has assumed financing responsibility, that is available to AECI on reasonable commercial terms.

2.4 KCPL agrees to make monthly payments to AECI in accordance with the formula for "Determination of Financing Cost for Joint Facility Construction by AECI" in Exhibit A, attached hereto. The first such payment shall be due on the first day of the month after the Joint Facilities are placed in commercial operation and such full payments shall continue for a total of 436 months. A final partial payment equal to 36 percent (36%) of the monthly payment shall be paid on the 437th month, at which time the Joint Facilities shall be fully amortized.

2.5 AECI shall use its best efforts to have the Interconnection ready for commercial operation by June 1, 1992, or such other time as may be agreed upon in writing by the Participants to the Coordinating Agreement.

2.6 Billing procedures shall be in accordance with Article III, Section 3.1 of this Agreement.

ARTICLE III

BILLING

3.1 Each invoice for services rendered under this Agreement shall be paid within fifteen (15) days after receipt of the bill.

ARTICLE IV

BOOKS AND RECORDS

4.1 Books of account and records containing details of cost applied to the construction of the Missouri Segment shall be kept by AECI in accordance with AECI's established procedures and methods adopted for accounting of Actual Construction Cost and shall be in conformity with accepted accounting practices and the Rural Electrification Administration's Uniform System of Accounts. These books shall be open to examination at any time by KCPL. AECI shall furnish KCPL summaries or counterparts of such books of account and records as may be necessary to satisfy compliance with all applicable regulatory requirements. AECI shall cause NPPD similarly to maintain such books of account and records relating to the costs of construction of the Nebraska Segment, and to make such books of account and records open to examination at any time by KCPL.

ARTICLE V

TERM OF AGREEMENT

5.1 This Agreement shall become effective upon its execution by the Parties and shall remain in effect concurrently with the Coordinating Agreement, until such time that the Joint Facilities are fully amortized, at which time KCPL's financial responsibility hereunder shall cease.

ARTICLE VI

INDEMNIFICATION, DEFAULT AND LIMITATION OF LIABILITY

6.1 Each Party shall indemnify, hold harmless and defend the other Party, its agents, servants, employees and officers, from any and all costs and expenses, including but not limited to attorneys' fees, court costs and all other amounts which said other Party, its agents, servants, employees and officers are or may become obligated to pay on account of any and all demands, claims, liabilities or losses (except as limited by Section 6.3) arising or alleged to have arisen out of, or in any way connected with, the negligent acts or omissions or willful or wanton action of the indemnifying Party, its agents, servants, employees or officers relating to this Agreement, whether such demands, claims, liabilities or losses be for damages to property, including property of the other Party, or injury or death of any person, including agents, servants, employees or officers of the other Party.

6.2 Upon failure of either Party hereto to make any payment when due under this Agreement or to perform any other obligation on its part hereunder, the other Party may make written demand upon such Party, and if such failure is not cured (i) within ten (10) days from the date of receipt of such demand in the event of failure of such Party to make any such payment when due, or (ii) within 60 days from the date of receipt of such demand in the event of the failure of such Party to perform any other obligation, such failure shall at the expiration of such respective period constitute a default. If either Party in good

faith disputes the existence or extent of any such failure to make any payment when due, it shall within such ten- (10) day period make such payment under written protest. A Party or Parties may take any action, in law or equity, including an action for specific performance, to enforce this Agreement and to recover for any loss or damage (except as limited by Section 6.3), including reasonable attorneys' fees and collection costs, incurred by reason of any default under this Agreement.

6.3 In no event shall either Party be liable to the other Party for any indirect, incidental, consequential, punitive, or similar damages from or in any way connected with this Agreement whether based upon contract, tort (including negligence but excluding willful action), or otherwise, including but not limited by way of example or otherwise to loss of profit or revenues, cost of capital, cost of purchased or replacement power or energy, or claims of customers for service interruptions.

ARTICLE VII

UNCONTROLLABLE FORCES

7.1 Neither Party shall be considered to be in default with respect to any obligation hereunder if prevented or delayed in whole or in part from fulfilling such obligation by reason of uncontrollable forces, provided that the provisions of this Section shall not apply to the obligation for payments to be made under this Agreement. The term "Uncontrollable Forces" shall mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or act of a public authority, or other causes beyond the control of the Party affected, which such Party could not reasonably have been expected to have avoided by exercise of due diligence and foresight and by provision of reserve facilities in accordance with Prudent Utility Practice. Either Party unable to fulfill any of its obligations by reason of Uncontrollable Forces will exercise its best efforts to remove such disability with reasonable dispatch, provided that neither Party shall be required to settle or resolve labor disturbances or strikes or to accept or agree to governmental or regulatory orders or conditions without objection or contest on any basis not acceptable to such Party in its sole discretion. Notice of Uncontrollable Forces shall be given by the Party affected as soon as reasonably possible, but in no event later than 48 hours after learning of such Uncontrollable Forces.

ARTICLE VIII

APPROVALS

8.1 This Agreement, including any subsequent amendment(s) hereto, shall be subject to the authority of any regulatory body or approving authority having jurisdiction hereof. This Agreement, including any subsequent amendment(s) hereto, shall not be operative until submitted to and accepted by all such regulatory bodies and approving authorities that are required by law to accept or approve this Agreement, including any subsequent amendment(s) hereto, prior to its being placed into operation and effect, including submission by AECI to, and approval by, the Administrator, Rural Electrification Administration. If, at any time, any regulatory body or approving authority modifies this Agreement, or conditions its approval or acceptance hereof, the Parties shall be required to put forth their best efforts to agree upon such amendments to this Agreement as are required to (1) comply with the directive(s) of the applicable regulatory body or approving authority and (2) maintain the overall balance of consideration of each Party such that, to the extent feasible, each Party obtains the same share of the benefits anticipated from participation in the Interconnection as was contemplated in the Coordinating Agreement as originally executed. The preceding sentence shall not be interpreted as giving rights to either Party inconsistent with the obligations stated in Section 8.3.

8.2 The failure to obtain approval or acceptance of this Agreement by any regulatory body or approving authority having jurisdiction hereof shall not excuse either Party from any prior expenses and obligations incurred by such Party under this Agreement.

8.3 The Parties intend that this Agreement shall be changed only by written amendment executed by both Parties and that it shall not be changed by any filing, application, or request made to any regulatory body or approving authority having jurisdiction over this Agreement.

ARTICLE IX

GENERAL

9.1 All notices hereunder shall be properly addressed to the Executive Officer for the Party concerned and shall be given by receipted personal delivery or courier service or by tested telex or other teletransmission device capable of creating a written record of such notice and its receipt. Notices hereunder shall be effective upon receipt.

9.2 The Parties shall be the only parties in interest to this Agreement. This Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person, corporation, association, entity or power supplier, other than the Parties, and the obligations herein assumed by the Parties are solely for the use and benefit of the Parties. Nothing herein contained shall be construed as permitting or vesting, or attempting to permit or vest, in any person, corporation, association, entity or power supplier, other than the Parties, any rights hereunder or in any of the electric facilities owned by the Parties or the use thereof.

9.3 This Agreement shall be binding upon and its benefits shall inure to the Parties and their successors and assigns; however, no transfer or assignment of any Party's interest in this Agreement shall occur without the prior written consent of both Parties except in cases of transfer or assignment to a trustee or receiver in bankruptcy of a Party, to a foreclosing mortgagee of a Party, to any successor to all or substantially all of the electric properties of a Party, whether by reorganization, merger, or consolidation, or, in the case of AECEI, assignment of all or substantially all of its rights to the United States of America.

9.4 Any waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or matter. Any delay short of the statutory period of limitation in asserting or enforcing any right shall not be deemed a waiver of such right.

9.5 It is understood and agreed that all representations, understandings and prior negotiations are merged into this Agreement, and that this Agreement constitutes the sole and entire Agreement between the Parties and no modification hereof shall be binding unless made a part hereof in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers as of the day and year first above written.

ASSOCIATED ELECTRIC COOPERATIVE, INC.
/s/O. B. Clark
Title: President

ATTEST:
/s/Gerald J. _____ (eligible last name)
Assistant Secretary

KANSAS CITY POWER & LIGHT COMPANY
/s/A. Drue Jennings
Title: President & CEO

ATTEST:
/s/Mark Sholander
Assistant Secretary

SHORT TERM RAILCAR LEASE AGREEMENT

Kansas City Power and Light Company, hereinafter referred to as "Lessee," agrees to lease one train set of approximately of 120 (up to 130) rotary-equipped aluminum gondola coal railcars ("Cars") from Midwest Generation LLC, hereinafter referred to as "Lessor," and Lessor agrees to lease said Cars to Lessee according to the following terms and conditions. The Cars leased hereunder are described on Exhibit "A" to this railcar lease agreement (the "Lease").

1. The Cars will be used in unit coal train service between Powder River Basin (PRB) origins and Lessee destinations. The Cars shall not be loaded in excess of 286,000 pounds gross weight on rail.

2. (THIS SECTION IS LEFT INTENTIONALLY BLANK)

3. A PRB mine of the accepting or receiving party's choice, accessible by the Burlington Northern Santa Fe Railroad, will be the exchange point unless another point is chosen by mutual agreement. Inspections of the Cars upon delivery to Lessee and return to Lessor will be performed at the exchange point or at another point mutually agreed to by the parties. Upon termination of the Lease, the Cars shall be returned substantially empty to Lessor at the exchange point or another point mutually agreed to by Lessor and Lessee. The receiving party shall deliver a certificate of acceptance to the other party substantially in the form of Exhibit "A" attached hereto within five (5) business days of completion of the inspection. Each party shall bear its own expenses related to such inspections.

4. This Lease shall be in effect ("Effective Date(s)") from departure of the Cars from the exchange point on or about November 1, 2001, through and including the return of the Cars on or about December 31, 2002 in the condition as required by this Lease. The Lessor, at its sole option, may terminate the Lease sooner, but not earlier than 180 days, by giving a 45-day prior written Notice of Termination to the Lessee. The Cars will be returned promptly upon completion of such 45-day period.

5. Lessee agrees to pay Lessor a rental of \$17.26 per day from the Effective Date(s) for each Car until the Car is returned to and accepted by the Lessor. This is a full service lease rate. On behalf of Lessor, Dial and Companies, Inc., shall send Lessee invoices in arrears for rent on or about the first day of each month that this Lease is in effect. Payment of rent shall be due within ten (10) business days of receipt of invoice.

6. This Lease shall be a full service lease and, accordingly, Lessor shall have the Cars maintained in good condition and repair during the term of this Lease and Lessor shall be responsible for any and all maintenance costs. Lessor shall have the right to perform maintenance according to its normal procedures, including one unit train shopping for running repair maintenance, not to exceed four (4) days in duration approximately once every six (6) to nine (9) months.

7. Normal wear and tear excepted, Lessee shall be responsible for loss or destruction of, or damage to, the Car(s) or parts thereof or appurtenances thereto, furnished under this Lease during the Lessee's actual or constructive possession of the Car(s) or use thereof hereunder unless the then prevailing Field and Office Manual of the Code of Interchange Rules, promulgated by the Association of American Railroads (hereinafter called "Interchange Rules") places responsibilities upon a railroad subscribing to the Interchange Rules and said railroad has paid Lessor for such loss, damage or destruction; provided, however, Lessee shall not be responsible if such loss, destruction, or damage to the Cars or parts thereof or appurtenances thereto was substantially attributable to the gross negligence or willful misconduct of Lessor or those acting on its behalf, or by a defect in the Car(s) not reasonably discoverable by Lessee or those acting on its behalf. The relative degree of fault attributable to each party shall be apportioned for any loss or destruction of or damage to, the Car(s) or parts thereof or appurtenances hereto, furnished under this Lease, if both parties are responsible hereunder. Settlement for damage or destruction of said Cars shall be made in accordance with the Interchange Rules. Reimbursement to Lessor for repair of damaged Cars for which the Lessee is responsible will be consistent with competitive private shop rates for time, material and labor associated with PRB coal movements.

8. If Lessee or a railroad is responsible for the loss, damage, or destruction of one or more Cars, rental for such Cars shall continue until (i) Lessor receives the settlement value per the Interchange Rules (Rule 107) or (ii) the Car is repaired and returned to Lessor. Car repairs that are the responsibility of the Lessee must conform to the original construction of the Car.

9. (THIS SECTION IS INTENTIONALLY LEFT BLANK)

10. Payment for rental shall be sent to Lessor at the address shown below. Notices to Lessor shall be sent by fax to the telephone number shown below.

Attention: Larry Siler
Manager, Fuel Transportation Phone: 312-583-6068
Midwest Generation, LLC Fax: 312-583-6111
One Financial Plaza - Suite 3500
440 South LaSalle Street
Chicago, IL 60605

11. Invoices shall be sent to Lessee at the address shown below. Notices to Lessee shall be sent by fax to the telephone number shown below:

Attention: Chuck Buckley
Kansas City Power & Light Phone: 816-556-2889
Company:
PO Box 418679 Fax: 816-556-2047
Kansas City, MO 64141-9679

12. Taxes will be the responsibility of Lessor unless they arise solely out of Lessee's breach of a term of this Agreement. Unless otherwise provided herein, Lessee shall not be required to maintain casualty or other insurance.

13. This Lease represents the entire agreement between the parties regarding the Cars leased hereunder, superseding all prior agreements, written or oral, and shall not be amended or otherwise modified except in writing agreed to by both parties.

14. Lessee shall not encumber the Cars in any way and shall not sublease or assign its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Lessor. This Lease shall be and is subject to and subordinate to the pre-disclosed terms and conditions of any and all pre-existing leasing agreements applicable to the Cars between Lessor and any third party.

15. EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE, LESSOR LEASES THE CARS TO LESSEE "AS-IS" AND EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MERCHANTABILITY, DURABILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF, OR ANY OTHER MATTER CONCERNING, THE CARS. EXCEPT WHERE A CLAIM RESULTS IN WHOLE OR IN PART FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR OR THOSE ACTING ON ITS BEHALF, LESSEE HEREBY WAIVES ANY CLAIM (INCLUDING WITHOUT LIMIT ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT OR INFRINGEMENT) IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE, (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE CARS OR BY LESSEE'S LOSS OF USE THEREOF FOR ANY REASON WHATSOEVER, INCLUDING NON-COMPLIANCE WITH ENVIRONMENTAL LAWS.

16. LESSEE SHALL DEFEND (IF SUCH DEFENSE IS TENDERED TO IT), INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL CLAIMS, SUITS, LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES. INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF THE USE OR OPERATION OF THE CARS, EXCEPT TO THE EXTENT THAT EITHER (A) ANY ACTS, OMISSIONS, OR NEGLIGENCE OF LESSOR OR THOSE ACTING ON ITS BEHALF CONTRIBUTED THERETO OR (B) A RAILROAD HAS ASSUMED FULL RESPONSIBILITY FOR THE CLAIMS, SUITS, LIABILITIES, LOSSES, DAMAGES, COST AND EXPENSES.

17. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Lessee will use the Cars in a careful and proper manner, will comply with and conform to all applicable governmental laws, rules and regulations and Interchange Rules relating thereto, and will cause the Cars to be operated in accordance with the manufacturers or suppliers written instructions or manuals provided to Lessee, if any. Without limitation to the generality of the foregoing, Lessee (i) will cause the Cars to be used in compliance with all rules and regulations of AAR and Federal Railroad Administration or successor agency, if any, ("FRA"); (ii) will not permit any Car to be loaded improperly or in excess of the designed load limit; (iii) will not permit any Car to be loaded with any commodity other than PRB coal (and in no event will any hazardous material, hazardous commodity, hazardous waste or hazardous substance be loaded in any Car and (iv) will not permit any Car to be used outside the continental United States at any time except for incidental use in Canada.

19. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof, loaded or shipped in or on the Cars, except to the extent of the gross negligence or willful misconduct of Lessor, its affiliates, directors, officers, agents or employees.

20. The parties agree that the terms of this Agreement and any proprietary information of either party that is disclosed to the other party in the course of dealing under this Agreement shall be reasonably held in confidence and shall not be disclosed to any third party, except to: (i) any representative of, consultant, attorney, agent, or accountant retained by a party, (ii) any potential lender or assignee of a party, or (iii) as required to resolve a dispute hereunder, without the other party's written consent, provided that either party may disclose such

information in response to an order, rule, or regulation of a court or governmental body having jurisdiction or to members and employees of the Illinois, Missouri, and Kansas public utility commissions.

IN WITNESS WHEREOF, Lessor and Lessee each caused this Lease to be executed by their authorized representatives as signed below.

LESSOR: Midwest Generation, LLC
An Illinois Corporation

Principal Address:
One Financial Plaza - Suite 3500
440 South LaSalle Street
Chicago, IL 60605

By /s/R. Michael Bales
Its Director, Fuels
Date 10/30/2001

LESSEE: Kansas City Power & Light Company
A Missouri Corporation

Principal Address:
1201 Walnut
Kansas City, MO 64106-2124

By /s/Frank L. Branca
Its _____
Date _____

NET LEASE OF RAILROAD EQUIPMENT

BETWEEN

KANSAS CITY POWER & LIGHT COMPANY

AND

PULLMAN LEASING COMPANY

January 1, 1989 - December 31, 2003

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Exhibits

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PULLMAN LEASING COMPANY

NET LEASE OF RAILROAD EQUIPMENT

Effective this 11 day of January, 1989, PULLMAN LEASING COMPANY, a Delaware corporation, (hereinafter referred to as "Lessor") and KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, (hereinafter referred to as "Lessee") in consideration of the promises hereinafter exchanged do enter into the following Lease.

ARTICLE 1 LEASE OF CARS SHOWN ON RIDERS. Lessor agrees to furnish to Lessee and Lessee agrees to accept and use upon the terms and conditions herein set forth the railroad cars (hereinafter collectively referred to as the "cars" and separately as a "car") shown on Riders that may be added to this Lease from time to time by mutual agreement of Lessor and Lessee.

ARTICLE 2 TERM OF LEASE. The term of this Lease with respect to each of the cars shall be the term specified on the Rider to this Lease that is applicable to such car, unless sooner terminated in accordance with Article 23 or Article 24 hereof, subject to any extension thereof as may be agreed upon in writing by Lessor and Lessee in accordance with Article 25 hereof.

ARTICLE 3A DELIVERY OF CARS. Each of the cars shall be delivered to Lessee hereunder at PLM's Bill, Wyoming railcar maintenance shop (hereinafter referred to as "RMC"). Furnishing of the cars by Lessor shall be subject to all causes beyond the control of Lessor; however, best efforts shall be made to deliver the cars during the month of January, 1989. All transportation charges associated with moving the cars from their current service to RMC shall be for Lessor's account.

B INSPECTION AND ACCEPTANCE. Each of the cars shall be subject to a joint inspection at RMC before loading. For each car, Lessor and Lessee shall execute a joint inspection certificate, which shall detail all damage, if any, to the car. Should the damage be of a nature that does not render the car unfit or unsuited for transportation in the opinion of Lessor and Lessee, Lessee shall accept the car with no obligation to repair the damage and no liability for the damage so detailed upon return of the car to Lessor. Should the damage be of a nature that renders the car unfit or unsuited for transportation, or that in Lessee's reasonable opinion may deteriorate over time to render the car unfit or unsuited for transportation, then Lessee may reject the car, and no rentals or other charges for such car will be due Lessor. Lessor shall either repair such rejected car to Lessee's satisfaction at Lessor's sole expense or replace such rejected car with another railcar of the same type acceptable to Lessee if such replacement car is available. The date of the joint inspection certificate for each unrejected car shall be the "Effective Date" for that car. The loading of any car which is not the subject of a joint inspection certificate by or on behalf of Lessee shall nevertheless constitute acceptance thereof by Lessee hereunder and shall be conclusive evidence of the fit and suitable condition of each such car for the purpose of transporting the commodities then and thereafter loaded therein. The date of such loading shall be the "Effective Date" for such car.

C CONDITION OF CARS UPON DELIVERY AND ACCEPTANCE. Lessor hereby warrants that each car upon delivery shall be in good condition and repair according to the rules adopted by the Association of American Railroads governing the condition of and repair to railroad freight cars for interchange of freight traffic in effect from time to time (hereinafter referred to as the "A.A.R. Interchange Rules" or "Rules") including, but not limited to: all wheels will be within the A.A.R. Interchange Rules tolerances; each car will pass the single car air test; all brake shoes, hoses, structural, and safety appliances will meet the A.A.R. Interchange Rules specifications. At the time of delivery, any conditions failing to meet AAR specifications shall be sufficient grounds for Lessee to reject the affected car.

D RAILCAR REPAIR RECORDS. Lessor agrees to supply Lessee with copies of the repair history of each of the cars furnished in the Riders within six (6) months following delivery of the cars. Lessee agrees to furnish Lessor with copies of all repair cards incurred during the term of this Lease for each of the cars leased hereunder within six (6) months following termination of the Lease.

ARTICLE 4A MARKING OF CARS. At the time of delivery of the cars by Lessor to Lessee, or as promptly as practicable thereafter and prior to the cars' first loading, Lessee shall cause each car to be plainly marked on each side with Lessee's identification mark. If during the continuance of this Lease such marking shall at any time be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessee's expense. Lessee shall provide Lessor with a listing of Lessor's cars as delivered and the corresponding Lessee identification mark to which each car was remarked to be attached and become part of this Lease as soon as practicable after all cars have been remarked.

B LETTERING BY LESSEE. For the purpose of evidencing the operation of the cars in Lessee's service hereunder, Lessee shall be permitted to board, placard or stencil the cars with letters not to exceed two inches (2") in height. Such height restriction shall not apply to Lessee's identification markings discussed in Article 4A above.

C REMARKING AND RELETTERING CARS. Following termination of this Lease or applicable Rider, Lessee shall cause its identification marks and lettering to be removed from the cars and shall remark and reletter the cars as reasonably directed by Lessor at Lessee's expense.

ARTICLE 5 RENTAL PAYMENTS. The rental with respect to each of the cars shall be the rental specified on the Rider to this Lease that is applicable to such car; such rental shall become effective with respect to each of the cars covered by such Rider upon the Effective Date for each car and shall continue in effect with respect to each such car throughout the term of this Lease unless such car is redelivered to Lessor at an earlier date, as provided in Article 23 or Article 24 hereof, or as otherwise provided in Article 9. The first rental payment for each car shall be made at the pro rata daily rate for the number of days from the Effective Date to the end of the month in which the Effective Date falls and shall be due within ten (10) business days of the end of the month in which the Effective Date falls. All subsequent payments of rental, excluding the final rental payment, shall be made in advance and shall be made on or before the first business day of each succeeding month of the term of this Lease. For purposes of this Lease, the term "business day" shall mean calendar days, excluding Saturdays, Sundays and holidays. Payments shall be deemed made when mailed, as determined by the postmark date, to the following address:

Pullman Leasing Company
P. O. Box 96519
Chicago, Illinois 60693

The last payment of rental shall cover the number of days from the first day of the final month to the termination date of this Lease at the pro rata rate per day. Such final rental payment shall be due within ten (10) business days of the end of the month in which the termination date falls.

ARTICLE 6 NOTICES. Any notice, election, or other communication required or permitted to be made by one party to another under this Agreement shall be effective upon receipt, shall be in writing, and shall be delivered personally to the party to whom addressed, or sent by wire or by United States mail or private express service with all necessary postage or other charges fully pre-paid, addressed to the party to whom directed at the address specified below. Any party may change the address at which it receives notice by giving notice of such change to the other party, in the manner specified above.

If to Lessor: Pullman Leasing Company
200 South Michigan Avenue
Chicago, IL 60604
Attn: Vice President Sales

If to Lessee: Kansas City Power & Light Company
P.O. Box 418679
Kansas City, Missouri 64141-9679
Attn: Supervisor, Unit Trains

Any notice pertaining to matters of an operational or emergency nature may be delivered by mail, messenger, telephone, telegraph, or by any other reasonable means, to such representative of the party hereto being notified as may be appropriate under the circumstances, and such notice shall be effective upon receipt. If such notice is given orally, by telephone or otherwise, it shall be confirmed in writing as soon as practicable thereafter.

ARTICLE 7 PRESERVATION OF CARS. Lessee will preserve the cars in good condition, normal wear and tear excepted, and will not alter the physical structure of any of the cars without the approval in writing of Lessor.

ARTICLE 8 MAINTENANCE OF CARS. Lessee, at its expense, agrees to maintain the cars after the Effective Date and for the term of this Lease in good condition and repair according to the A.A.R. Interchange Rules.

If any car parts, specialty items or appurtenances (including, but not limited to, loading or unloading appurtenances, lading oriented fittings, closing or locking devices, or otherwise removable car parts or attachments) is removed, broken off or altered to facilitate loading/unloading, or for any other reason, and is found to be missing, damaged, altered or replaced with a non-standard car part, specialty item or appurtenance, Lessee shall be obligated to repair or replace the same at the request of Lessor unless (i) removal or modification has been with the written consent and approval of Lessor, or (ii) full responsibility has been assumed in writing by a railroad or third party, or (iii) such loss or damage occurs while the car is located at a repair facility of Lessor and is the result of the negligence or misconduct of Lessor or its agents.

ARTICLE 9 RENTAL ABATEMENT DUE TO DESTRUCTION OF CARS. If any car is damaged beyond repair or is destroyed, rental for such car shall abate on the date on which Lessor receives payment for such car pursuant to the A.A.R. Interchange Rules. If such car is replaced by another car in accordance with Article 10C hereof, rental for such replacement car shall commence on the Effective Date of such replacement car.

ARTICLE 10A NOTIFICATION OF DESTRUCTION OF CARS. In the event that any car shall be destroyed or, in the reasonable opinion of Lessee, irreparably damaged during the term of this Lease, Lessee shall promptly notify Lessor.

B RESPONSIBILITY FOR LOSS OR DESTRUCTION OF OR DAMAGE TO CARS. Responsibility for loss or destruction of or damage to cars or parts thereof or appurtenances thereto furnished under this Lease shall be as fixed by the then prevailing A.A.R. Interchange Rules or, if applicable, by Regulations of the Canadian Transport Commission. Said Rules or Regulations shall establish the rights, obligations and liabilities of Lessor, Lessee and any railroad subscribing to such Rules or Regulations and moving the cars over its lines in respect to matters to which said Rules or Regulations relate. In the event that any car is lost, damaged or destroyed on any tracks of Lessee or on any private track, or in the event that any car is damaged by any commodity which may be transported and stored in or on such car, such repairs or renewals as may be necessary to place such car in good order and repair and any cleaning of such car prior to any such repairs or renewals shall be at the sole cost and expense of Lessee; provided, however, that such damage by commodity shall not include normal wear and tear due to coal transportation. Lessor and Lessee agree to cooperate with and to assist each other in any reasonable manner requested but without affecting their respective obligations under this Article to establish proper claims against parties responsible for loss or destruction of or damage to the cars.

C SUBSTITUTION OF CARS DAMAGED OR DESTROYED. Upon Lessee's request, Lessor, at its election, may substitute another car of the same type and capacity for any car which is damaged beyond repair or destroyed during the term of this Lease. The rental for such replacement car shall be the same

as the rental for the damaged or destroyed car, and it shall commence on the Effective Date as determined by the date of the joint inspection certificate pertaining to each replacement car as discussed under Article 3 hereof.

ARTICLE 11 LIABILITY ARISING OUT OF USE OR OPERATION OF CARS. Except where responsibility is placed on others, as provided in Article 10B hereof, Lessee agrees to indemnify and save harmless Lessor from and against any and all losses, damages, injuries, liabilities, claims and demands, regardless of the cause thereof, and any expenses in connection therewith, including reasonable counsel fees, arising out of, or as a result of, the use and/or operation of the cars during the term of this Lease other than losses, damages, injuries, claims, demands and expenses caused by Lessor's negligence, or intentional acts or omissions or attributable to defects in workmanship and/or materials incorporated into the cars by Lessor or the manufacturer of the cars, or by their agents or representatives.

ARTICLE 12 LIABILITY FOR LOSS OF OR DAMAGE TO COMMODITIES. Lessor shall not be held liable for any loss of, or damage to, commodities or any part thereof, loaded or shipped in the cars, regardless of how such loss or damage shall be caused, or shall result. Lessee agrees to assume responsibility for, to indemnify Lessor against and to save Lessor harmless from any such loss or damage or claim therefor.

ARTICLE 13 LIABILITY FOR LOSS OF USE OF CARS. Lessor shall not be held liable to Lessee for loss of use of any car or cars, in whole or in part, regardless of the cause thereof.

ARTICLE 14 TAXES, DUTIES, CUSTOMS, SWITCHING AND DEMURRAGE. Lessee agrees to assume responsibility for and to pay all property taxes levied upon or measured by the cars and to file all property tax returns and reports relating thereto. Lessee further agrees to assume responsibility for and to pay or to reimburse Lessor for all other taxes (except taxes assessed upon the net income of Lessor) including but not limited to any sales and/or use taxes or similar taxes, tariff, duty, customs, switching charges, freight charges, including freight charges to a repair facility, demurrage or other charges made by any governmental, railroad or other agency, on account of the cars or in connection with the use or operation of any of the cars after the respective Effective Dates for the cars. Lessor agrees to promptly furnish Lessee with all reasonably requested information for the administration of this Article.

ARTICLE 15 ASSIGNMENT OF LESSOR'S INTEREST. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, and/or Lessor may assign, pledge, mortgage, transfer or otherwise dispose of title to the cars with or without notice to Lessee. In the event of any such assignment, pledge, mortgage, transfer or other disposition in connection with the financing or refinancing of the purchase of the cars or any of them and in the event of the occurrence of an event of default by Lessor under such mortgage or agreement, this Lease and all of Lessee's rights under this Lease and all rights of any person, firm or corporation who claims or who may hereafter claim any rights under this Lease under or through Lessee are hereby made subject and subordinate to the rights of any chattel, mortgagee, assignee, trustee or holder of legal title to the cars under any chattel mortgages, conditional sale agreements, agreements and assignments and/or equipment trust agreements covering the cars or any of them heretofore or hereafter created and entered into by Lessor, its successors or assigns and to all of the rights of any such chattel mortgagee, assignee, trustee or other holder of the legal title to the cars. Any sublease of the cars or any of them permitted by Article 16 hereof that is entered into by Lessee, its successors or assigns shall contain language which expressly makes such sublease subject to the subordination contained in this Article 15. At the request of the Lessor or any chattel mortgagee, assignee, trustee or other holder of the legal title to the cars, the cars may be lettered or marked with a legend to identify the legal owner of the cars at no expense to Lessee. Such legend shall not replace Lessee's identification markings as provided for in Article 4A hereof. If during the continuance of this Lease any such marking shall at

any time be removed or become illegible, wholly or in part, Lessee shall immediately cause such marking to be restored or replaced at Lessor's expense.

ARTICLE 16A BOUNDARIES FOR CAR USE AND PERMITTED SUBLEASE. Lessee agrees to use the cars exclusively within the boundaries of the United States (exclusive of Alaska and Hawaii) and to make no transfer or assignment of this Lease, or of the cars, to service outside the continental United States by operation of law or otherwise, without Lessor's prior written consent. However, Lessee may sublease any of the cars for use within the permitted boundaries without securing the prior written consent of Lessor. Such subleasing shall in no way relieve Lessee from any of its obligations to Lessor under this Lease.

B MERGER, CONSOLIDATION OR ACQUISITION OF LESSEE. Nothing in this Article 16 shall be deemed to restrict the right of Lessee to assign or transfer its leasehold interest under this Lease in the cars or possession of the cars to any corporation into or with which Lessee shall have become merged or consolidated or which shall have acquired or leased all or substantially all of the lines of railroad of Lessee, provided that such assignees, successors or transferees shall have duly assumed the obligations of Lessee hereunder and that they will not, upon the effectiveness of such merger or consolidation or acquisition of properties and the assumption of such obligations, be in default under any provision of this Lease and that such merger or consolidation or acquisition of properties shall not alter in any way Lessee's obligations to Lessor hereunder which shall be and remain those of a principal and not a guarantor.

ARTICLE 17 TITLE TO THE CARS. Lessee acknowledges and agrees that by the execution hereof it does not obtain and by its payments and performance hereunder it does not and will not have or obtain any title to the cars or any of them at any time subject to this Lease nor any property right or interest legal or equitable therein, except solely as Lessee hereunder and subject to all of the terms hereof. Lessee shall keep the cars free from any encumbrances or liens by any party claiming by or through Lessee which may be a cloud upon or otherwise affect Lessor's title.

ARTICLE 18 COMPLIANCE WITH LAW: COST OF CAR ALTERATIONS. At the time of delivery of the cars by Lessor to Lessee, the cars will conform to the applicable specifications and to all of the governmental laws, regulations, requirements and rules, and to all of the standards recommended by the Association of American Railroads and, as applicable, of the Canadian Transport Commission interpreted as being applicable to railroad equipment of the character of the cars as of the date of delivery to Lessee. Lessee agrees to comply with all governmental laws, regulations, requirements and rules, and with the A.A.R. Interchange Rules and, as applicable, the Regulations of the Canadian Transport Commission with respect to the use and operation of each of the cars during the term of this Lease. In the case any equipment or appliance on any of the cars shall be required to be changed or replaced or in case any additional or other equipment or appliance is required to be installed on any of the cars during the term of this Lease in order to comply with such laws, regulations, requirements, rule and/or the A.A.R. Interchange Rules as a result of any changes or revisions made herein during the term of this Lease, Lessee shall make such change, replacement and/or installation and pay the cost thereof; provided, however, that no adjustment in rentals shall result therefrom; and provided, further, that Lessee may, in good faith, contest the validity of application of any such law, regulation, requirement or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the property or rights of Lessor under this Lease or create any danger that Lessor will incur criminal or other liability for which no indemnification is provided hereunder. Any part or parts changed, replaced and/or added to any of the cars shall be considered to be accession to such cars and title thereto shall be immediately vested in Lessor.

ARTICLE 19 LESSEE DATA FOR LEASE ADMINISTRATION. Lessee agrees to furnish Lessor promptly, at Lessor's request, with complete and accurate information reasonably required for the efficient administration of this

Lease.

ARTICLE 20 LESSOR INSPECTION OF CARS. Lessor or its assignee shall have the right by its authorized representatives to inspect the cars at the sole cost and expense of Lessor at such reasonable times as Lessor shall deem necessary.

ARTICLE 21 DEFAULT OF LESSEE. If (a) Lessee shall fail to carry out and perform any of its obligations under this Lease, or shall fail to satisfy Lessor that it has commenced a program to correct such deficiency which, in the sole judgment of Lessor, will correct the deficiency within a reasonable time thereafter, within twenty (20) days after Lessor shall have demanded in writing performance thereof, or (b) if a petition in bankruptcy or for reorganization or for a trustee or receiver is filed by or against Lessee and all of the obligations of Lessee under this Lease shall not have been duly assumed by the trustee or receiver appointed, if any, in such proceeding or otherwise given the same status as obligations assumed by the trustee or receiver within thirty (30) days after the appointment, if any, or sixty (60) days after such proceedings shall have been commenced, whichever shall be earlier, Lessor may take possession of the cars and any accessions thereto wherever they may be found and at the election of Lessor, or its assignee as the case may be, either (i) declare the Lease terminated in which event all rights and obligations of the parties hereunder shall cease except only the obligations of Lessee to pay accrued rentals to the date of retaking, or (ii) attempt to relet the cars as agent of Lessee, apply the proceeds of such reletting first to the reasonable expenses that may be incurred in the retaking and delivery of the cars to the new Lessee, then the payment of amounts due Lessor under this Lease, and Lessee shall remain liable for any sums remaining due after so applying the proceeds so realized. Lessee shall pay said deficit monthly as the same may accrue. Lessor shall make all reasonable efforts to relet the cars at a rental equal to or greater than that paid by Lessee.

ARTICLE 22 RETURN OF CARS UPON DEFAULT. If Lessor shall terminate this Lease pursuant to Article 21 hereof, Lessee shall forthwith deliver possession of all cars then covered by this Lease to Lessor. For the purpose of delivering possession of any car or cars to Lessor as above required, Lessee shall at its own expense and risk (except as hereinafter stated)

A. forthwith place such cars upon such storage tracks as Lessor may reasonably designate or, in the absence of such designation, as Lessee may select,

B. permit Lessor to store such cars on such tracks for a period not exceeding three months at the risk of Lessee, and

C. transport the cars, at any time within such three month period, to any reasonable place on the lines of any railroad designated by Lessor for shipment to Lessor.

The redelivery, storage and transporting of the cars as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to redeliver, store and transport the cars.

Without in any way limiting the obligations of Lessee under the foregoing provisions of this Article 22, Lessee hereby irrevocably appoints Lessor as the agent and attorney of Lessee, with full power and authority, at any time while Lessee is obligated to deliver possession of any car to Lessor, to demand and take possession of such car in the name and on behalf of Lessee from whosoever shall be at the time in possession of such car.

ARTICLE 23 RETURN OF CARS UPON EXPIRATION OF TERM. On the date on which the term of this Lease or applicable Rider expires, Lessee, at its sole cost and expense, shall return each of the cars and each part thereof to Lessor at such repair shop, storage yard, terminal facility or other point as may be reasonably designated by Lessor, empty, free from residue and in the same good order and condition as it was delivered by Lessor to Lessee, ordinary

wear, tear and coal dust excepted. All transportation costs associated with moving the cars from Lessee's service to Lessor's designated return point shall be for Lessee's account.

If Lessor determines at the end of the Lease term that any of the cars require cleaning of residue other than coal dust, Lessor shall allow Lessee the opportunity to clean the cars at Lessee's expense. If Lessee declines such opportunity, then Lessee shall reimburse any charges reasonably incurred by Lessor for actual cleaning of the cars.

Lessee at its option, may redeliver any or all of the cars to Lessor during the thirty (30) calendar day period immediately preceding the date on which the term of this Lease or applicable Rider expires. If Lessee shall elect to so redeliver any or all of the cars, the rental on such cars shall cease on the date on which such cars are so redelivered to Lessor.

In the event that any or all of the cars are not redelivered to Lessor on or before the date on which the term of this Lease or applicable Rider with respect to such cars expires, all of the obligations of the Lessee under this Lease with respect to such cars shall remain in full force and effect until such cars are redelivered to Lessor; provided, however, that the daily rental for each of such cars during such period shall be one and one-half times the pro rata daily rate of the rental specified in the Rider applicable to such cars for a maximum period of one (1) year after such termination date. If Lessee shall for any reason fail to redeliver any of such cars during such one (1) year period, Lessee shall pay to Lessor on that date that such one (1) year period expires a sum equal to the then depreciated value of such car or cars using the A.A.R. Interchange Rules schedule of depreciation.

ARTICLE 24

EARLY TERMINATION. Subject to the terms and conditions herein expressed, Lessee shall have the following right to terminate this Lease prior to end of the term hereof.

If no event of default (or an event which would constitute an event of default but for the lapse of time or of the giving of notice or both) shall have occurred and be continuing and the cars in Lessee's reasonable judgment as expressed by Lessee's President or responsible Vice President become surplus or economically obsolete to Lessee's requirements, then Lessee may at its option, upon not less than 180 days prior written notice to Lessor, terminate this Agreement with respect to all of the cars, provided that (i) such termination occurs on or after the fifth anniversary or any succeeding anniversary of the Effective Date(s), and (ii) no such termination shall be effective until the cars have been relet and all sums payable by Lessee to Lessor have been paid in full.

Upon notification of Lessor that Lessee intends to exercise its termination right under this Article, Lessor and Lessee shall attempt in good faith to relet the cars. Lessor and Lessee shall certify to each other in writing the amount and the terms of each bid received by them and the names and addresses of the parties submitting such bids. Subject to Lessor's right to reject bids as set forth in this Article, on the date of termination specified in Lessee's notification Lessor shall without recourse, representation or warranty, relet the cars to the highest bidder who shall have submitted such bid prior to such date on terms and conditions acceptable to Lessor in its sole and reasonable discretion. In no event shall the Lessor be obligated to accept a bid which is less than the rate of this current lease or less than the remaining term of the current lease.

If, within 60 days prior to the termination date, neither Lessor nor Lessee shall have received any bid for the reletting of the cars or there shall not have been received any bid which shall be acceptable to Lessor, in its sole and reasonable discretion, Lessor shall so advise Lessee. Thereupon, Lessee shall have the right (i) to notify Lessor, within 30 days following the giving of such advice, that Lessee will continue to lease the cars with the same effect as if Lessee had not given notice of termination with respect thereto or (ii) to pay to Lessor, on the termination date, a sum equal to the then depreciated value of the cars using the A.A.R. Interchange Rules schedule of

depreciation and any other rentals or other Lessee obligations accrued and unpaid through and including such date, and thereupon Lessee shall have no further right with respect to the cars and no further obligations with respect to the cars except those which survive the expiration of the term of this Lease.

ARTICLE 25 RENEWAL OPTIONS. Provided that no event of default, or any event which with the lapse of time or the giving of notice, or both, would constitute default, shall have occurred and be continuing, Lessee shall have the following renewal options upon the expiration of the initial term of this Lease. Lessee shall have the option to renew and extend this Lease (without modification of terms, except for termination date) either as to all or as to 120 or 167 of the cars then leased hereunder for one additional renewal term of five (5) years subject to the original terms and conditions herein contained for the original term of the Lease. Alternatively, Lessee shall have the option to renew and extend this Lease either as to all or as to 120 or 167 of the cars then leased hereunder for two additional renewal terms of two years each (without modification of terms, except for termination date) as the Lessee shall specify.

ARTICLE 26 WARRANTIES. Lessor's obligations with respect to the cars are expressly limited to those set forth in this Agreement, and except as otherwise expressly stated herein, LESSOR MAKES NO WARRANTIES OF ANY KIND EXPRESS OR IMPLIED. WHETHER OF MERCHANTABILITY. FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CAR LEASED HEREUNDER. Lessee shall be solely responsible for determining that the specifications, design and paint of any car are appropriate for the commodities loaded therein.

ARTICLE 27 GOVERNING LAW. This Agreement and performance of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.

ARTICLE 28A SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable by the final judgement of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision but this Agreement shall continue in full force and effect as if such provision had not been a part hereof.

B HEADINGS. The Article headings used herein are for convenience of reference only and shall not be used in interpreting this Agreement.

C WAIVER. This Agreement may not be amended or modified except by written agreement signed by the parties. No waiver of any provision of this Agreement shall be effective unless in writing signed by the party against whom enforcement of such waiver is sought and unless otherwise expressly so provided such waiver shall be limited only to the specific situation for which it was given.

D BENEFIT. This Agreement shall be binding upon and inure to the benefit of Lessor and its successors and assigns, and Lessee and (to the extent permitted by Article 16) its successors and assigns.

E ENTIRE AGREEMENT. This Agreement, including all Riders and other documents attached hereto or incorporated by reference herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other understandings, oral or written, with respect to the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and delivered as of the day and year first above written.

ATTEST: PULLMAN LEASING COMPANY
By /s/B. E. Tazar By /s/Edward J. Whalen
Assistant Secretary President

ATTEST: KANSAS CITY POWER & LIGHT COMPANY
By /s/Jeanie Sell Latz By /s/R. G. Wasson
Assistant Secretary (title)
Vice President

RIDER NO. 1

This Rider shall be attached to and form a part of Net Lease of Railroad Equipment dated as of the 11th day of January, 1989, by and between PULLMAN LEASING COMPANY, and KANSAS CITY POWER & LIGHT COMPANY Cars covered by this Rider are as follows:

Quantity: 222 railcars.
Description: Open top hopper railcars with rotary couplers.
Capacity: 4000 cubic feet per railcar (100 tons).
Fixed Rental: \$433.87 per railcar per month.

With respect to the cars covered by this Rider, it is hereby agreed that, despite any terms or conditions of the Lease and/or this Rider, all freight charges shall be for Lessee's account.

All of the other terms and conditions of the Lease shall remain in full force and effect.

The term of the Lease, with respect to the cars covered by this Rider, shall commence on the 1st day of January 1989, and shall continue to and include the 31st day of December, 2003.

ATTEST: PULLMAN LEASING COMPANY
By /s/B. E. Tazar By /s/Edward J. Whalen
Assistant Secretary President

ATTEST: KANSAS CITY POWER & LIGHT COMPANY
By/s/Jeanie Sell Latz By /s/R. G. Wasson
Assistant Secretary Vice President
Administrative Services

MASTER RAILCAR LEASE

THIS MASTER RAILCAR LEASE ("Agreement") is made as of May 2, 2001 between THE CIT GROUP/EQUIPMENT FINANCING, INC., a Delaware corporation ("Lessor"), and KANSAS CITY POWER AND LIGHT COMPANY, a Missouri corporation ("Lessee").

1. SCOPE OF AGREEMENT

A. Agreement to Lease. Lessor and Lessee agree to lease the railroad Cars (herein referred to collectively as the "Cars" and individually as a "Car") described in the Schedules executed pursuant hereto by Lessor and Lessee from time to time, or otherwise delivered to and accepted by Lessee.

B. Schedules Control. Each Schedule shall incorporate therein all of the terms and conditions of this Agreement and shall constitute a part of this Agreement to the same extent as if the provisions hereof were set forth in full therein; provided that the terms of any Schedule shall control, as to Cars on such Schedule, over any inconsistent terms elsewhere in this Agreement.

C. Definitions. All capitalized terms which are not defined herein are defined in Rider A attached hereto and made a part hereof ("Rider A").

2. TERM

This Agreement shall remain in full force until terminated as to all Cars on all Schedules. The lease term (the "Lease Term") with respect to any Car shall commence on the date set forth on any Schedule ("Lease Commencement Date") and shall expire on the later to occur of the Expiration Date or the date on which all the Cars are returned to and accepted by Lessor as set forth on the applicable Schedule.

3. RENT

A. Rent Payable. Lessee shall pay Lessor rent as set forth on each Schedule at such place as Lessor may designate to Lessee. All rent and other amounts payable hereunder shall be paid without notice or demand and without counterclaim, deduction, reduction or setoff of any kind whatsoever other than amounts payable pursuant to Section 4 hereof as to which a good-faith dispute exists, which amounts need not be paid prior to a resolution of such dispute by the parties hereto.

B. Overdue Payments. If Lessee has not paid rent or other amounts payable hereunder for a period of longer than ten (10) days from due date, Lessee shall pay Lessor, as additional rent, interest on such unpaid sum from its due date to the date of payment by Lessee at a rate equal to one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

C. Holdover Rent. Until any Car is returned to, and accepted by Lessor, pursuant to Section 11, Lessee shall continue to pay rent for such Car and to comply with all other payment and other obligations under this Agreement as though such expiration or other termination had not occurred. If thirty (30) days after the Expiration Date, Lessee has not returned any Car, Lessor may charge, and Lessee shall pay Lessor upon demand, 150% of the rent in effect immediately prior to expiration or termination of the Lease Term of such Car. Such additional charge will not take effect without ten (10) days prior written notice by Lessor. Nothing in this Section shall give Lessee the right to retain possession of any Car after expiration or other termination of this Agreement with respect to such Car.

4. MAINTENANCE

A. Lessee shall promptly notify Lessor upon receipt by Lessee of knowledge of any damage to any of the Cars. Lessor, at its expense, shall arrange for the performance of all Maintenance and repair of the Cars, except as hereinafter provided. Lessee shall

not repair, or authorize the repair of, any of the Cars without Lessor's prior written consent, except that running repairs (as specified in the Interchange Rules) may be performed without prior written consent. The amount paid for such running repairs shall not be in excess of the basis, in effect at the time the repair is made, provided by the AAR. If any Car becomes unfit for service and shall be held in a Car shop for repair and shall remain therein for a period in excess of five days, Lessee shall receive a credit for the rental with respect to such Car after such period of five days until such Car is released from the shop or until another Car shall have been placed in the service of Lessee by Lessor, provided that Lessee notified Lessor prior to routing the Car to shop upon instructions of Lessor. If any Car is in shop for Lessee Maintenance Items there will be no rent credit.

(i) It is understood that "Lessee Maintenance Items", as defined in each Schedule, shall include (a) specialty items specified in any Schedule (b) damage while in Lessee's or Lessee's shipper or consignee's possession, custody & control, and (c) damage or corrosion occurring from use other than permitted under this Agreement.

B. Replacement Parts. Any and all changes or replacements or additions to any Car or part thereof made by Lessee shall constitute accessions to such Car and, without cost or expense to Lessor, title thereof shall be immediately vested in Lessor.

C. Reporting Marks. No lettering or marking of any kind shall be placed upon any of the Cars by Lessee except with the prior written consent of Lessor.

D. Mileage Allowances. Lessee agrees to keep records pertaining to the movement of the Cars, and Lessee agrees to promptly furnish Lessor with complete reports of the Car movements, upon request, including dates received, loaded and shipped, commodity, destination, and full junction routing and any other mileage information which Lessee may receive from railroad companies or other sources which may be of use to Lessor. Lessor shall collect the mileage earned by the Cars, and subject to all rules of the tariffs of the railroads, Lessor shall remit to Lessee such mileage as and when received from the railroads.

E. Railroad Charges. Lessee agrees to reimburse Lessor for any payment Lessor may be required to make to any railroad, due to mileage equalization where applicable, resulting from excess empty mileage incurred by the Cars on such railroad. For the purpose of this Section the railroad mileage and junction reports shall be prima facie evidence of the facts reported therein. In addition, if Lessor is required to make any payments to a railroad resulting from the empty movement of any of the Cars while they are in Lessee's service, Lessee agrees to reimburse Lessor for such payments.

Lessee shall be liable for any demurrage, track storage or detention charges imposed in connection with any of the Cars as well as loss of or damage to any Car while on any private siding or track or on any private or industrial railroad or in the custody of any carrier not subject to the Association of American Railroads Rules for Interchange.

F. Load Limits. Lessee agrees not to load any of the Cars in excess of the load limit stenciled thereon.

5. INSPECTION

Lessee shall permit Lessor or its agents reasonable access during normal business hours to examine the Cars wherever located or Lessee's records relating to the Cars.

6. INSURANCE

A. During the Lease Term of this Agreement, Lessee shall keep or cause to be kept with insurance companies acceptable to Lessor, comprehensive general liability insurance, including products liability and contractual coverage for the liabilities assumed herein, including bodily injury, death, and property damage in a combined single limit of not less than \$10,000,000.00 per occurrence. Lessee shall provide to Lessor concurrently with the execution hereof and within 30 days prior to each policy expiration or replacement thereof, original signed certificates of insurance with such information

included as Lessor may reasonably request to evidence Lessee's compliance.

B. In the event any Car is not covered by the insurance described in Section 6A hereof, Lessor shall have the right, at its option, to purchase coverage and recover all premiums for such insurance from Lessee, and/or declare this Agreement in default and proceed in accordance with Section 10 hereof.

C. All insurance shall name Lessor as an additional insured in respect of risks arising out of the condition, maintenance, use or ownership of the Cars and shall provide that losses, if any, shall be payable to Lessor as its interest may appear.

D. All insurance maintained pursuant to this Section shall provide that: (1) the insurer thereunder waives all rights of subrogation against Lessee or Lessor, (2) thirty (30) days prior written notice of expiration, modification or termination shall be given to Lessor, and (3) any other insurance maintained by Lessor shall not be contributory or have the effect of suspending, impairing, invalidating or reducing the coverages required to be provided and maintained by Lessee.

7. TAXES

A. Lessor agrees to assume responsibility for and to pay all Property Taxes levied upon the Cars and to file all Property Tax reports relating thereto. Lessee represents that it is exempt from, however agrees to assume responsibility for and to pay all applicable state, city, county or province sales, use or similar taxes, if any, found due resulting from the Agreement or use of the Cars and to indemnify Lessor for any payments of such sales, use or similar taxes Lessor may be required to pay. Lessee shall have no liability with respect to Federal, state or local taxes on or measured by Lessor's net income, capital or net worth. These obligations survive the expiration or earlier termination of any Schedule and this Agreement.

B. The obligation of Lessee under this Section 7 shall survive the expiration or other termination of this Agreement.

C. If Lessee is required to withhold any tax including any assessed penalties or other amount for any amount payable to Lessor pursuant to this Agreement Lessee shall pay an additional amount sufficient to enable Lessor to receive and retain, after such withholding (including withholding from such additional payment), an amount equal to the amount Lessor would have received if such withholding had not been required.

D. If a written claim is made against Lessor for any Imposition of sales, use or similar taxes for which Lessee may be required to indemnify Lessor, Lessor shall notify Lessee in writing of such claim, but the failure to so notify Lessee shall not affect any obligation of Lessee unless such failure precludes Lessee's right to contest such claim. If requested by Lessee in writing within 30 days after notification, and upon determination that the amount of the claim exceeds \$15,000 and that the action to be taken will not, as determined in good faith by Lessor, result in any material danger of the sale, forfeiture or loss of, or the creation of any Lien on the Cars. Lessor shall contest (or, in its sole discretion, allow Lessee to contest) such claim, provided that (i) Lessee shall have agreed to reimburse Lessor on demand for all reasonable out-of-pocket expenses incurred by Lessor for the purpose of conducting the contest, (ii) before Lessor commences any judicial action, Lessee shall acknowledge its obligation to indemnify Lessor for the amount of the Imposition in controversy if the contest is unsuccessful, (iii) Lessee provides and pays for an opinion of independent tax counsel mutually acceptable to Lessee and Lessor that there is a reasonable basis for the contest, (iv) if Lessor decides to initiate such contest by paying the Imposition claimed and claiming a refund thereof, Lessee shall have advanced to Lessor the amount of such Imposition on an interest-free basis (except for any interest paid to Lessor as part of a refund) and shall have agreed to indemnify Lessor for any adverse tax consequence of such interest-free loan.

8. CASUALTY CARS

A. In the event any Car is destroyed, the rental with respect to such Car shall terminate upon receipt by Lessor of written notification of such casualty by the Lessee or the party responsible for

such destruction. Lessor shall be entitled to receive Settlement Value for any Car destroyed. In the event any Car is reported to be bad ordered, Lessor may, at its discretion, either repair such Car or substitute another Car of the same type and capacity. If a substitute Car is not offered to the Lessee, and Lessor elects to repair the bad ordered Car, such Car shall be repaired as quickly as reasonable and upon completion of such repair shall be promptly returned to Lessee for the duration of the Lease Term. The rental with respect to a substituted or repaired bad ordered Car shall commence upon delivery of such Car to Lessee.

B. In the event that any of the Cars, or the fittings, appliances or appurtenances thereto, shall be damaged, ordinary wear and tear excepted, or destroyed either as a result of the acts of a Lessee's employees, agents or customers or from any commodity or other material loaded therein or thereon, Lessee agrees to assume financial responsibility in accordance with Interchange Rules for such damage or destruction.

C. Lessor shall not be liable for any loss of or damage to commodities, or any part thereof loaded or shipped in or on the Cars, and Lessee agrees to assume financial responsibility for, to indemnify Lessor against, and to save it harmless from any such loss or damage.

9. POSSESSION AND USE

A. Lessee shall (i) use the Cars solely for the purpose for which the Cars are intended as specified in the applicable Schedule and (ii) comply with all government laws, regulations, requirements and rules including, but not limited to the Interchange Rules and the rules of the FRA with respect to the use and operation of each Car.

B. Lessee shall not, directly or indirectly, (i) encumber or dispose of any Car or any part of any Car or permit any lien or encumbrance to be entered or levied upon any Car or this Agreement;

(ii) alter or modify in any way the physical structure of the Car; (iii) use or permit the Cars to be used or maintained outside the United States for greater than a temporary or incidental use; (iv) use any Car in unit train service or other designated high mileage usage unless the applicable Schedule provides otherwise; (v) permit any Car to be loaded with any hazardous material, hazardous commodity, hazardous waste or hazardous substance.

C. Lessee agrees to indemnify Lessor and shall, on demand, promptly reimburse Lessor on an After-Tax Basis for any costs, duties, loss of depreciation, penalties and interest suffered by Lessor due to use of any Car outside the United States. This obligation survives the expiration or earlier termination of any Schedule and this Agreement.

D. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; PROVIDED, HOWEVER, THAT LESSEE MAY NOT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR PLEDGE OR ASSIGN THIS AGREEMENT OR ANY OF ITS RIGHTS OR OBLIGATIONS HEREUNDER OR SUBLEASE OR ASSIGN ANY CARS TO ANY PARTY. Any purported assignment or sublease in violation hereof shall be void.

E. In the event the U.S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that Lessor add, modify or in any manner adjust the Cars subject to this Agreement in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$2.00 per Car for each \$100 expended by Lessor on such Car, or such other monthly charge in lieu thereof, as may be provided for Modifications in any Schedule hereto, in any case effective as of the date the Car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on Cars entering the shop for any Modifications provided Cars are returned to service within 15 days after entering the shop.

10. DEFAULT; REMEDIES.

If Lessee fails to pay when due any rent or other amount required to be paid by this Agreement or to perform any of its other obligations under this Agreement, and such default is not cured within thirty

(30) days after notification of such default, or if a petition in bankruptcy or for reorganization or similar proceeding is filed by or against Lessee, then Lessor may exercise any one or more of the following remedies and any additional rights and remedies permitted by law (none of which shall be exclusive) and shall be entitled to recover all its costs and expenses including attorneys' fees in enforcing its rights and remedies:

A. Terminate this Agreement and recover damages; and/or

B. Proceed by any lawful means to enforce performance by Lessee of this Agreement; and/or

C. By notice in writing to Lessee, terminate Lessee's right to possession and use of the Cars, whereupon all right and interest of Lessee in such Cars shall terminate; thereupon Lessee shall at its expense promptly return such Cars to Lessor at such place as Lessor shall designate and in the condition required as provided in Section 11 of this Agreement; or if Lessee does not so promptly return the Cars on demand. Lessor may enter upon any premises where to Cars may be located and take possession of such Cars free from any right of Lessee; and/or

D. Proceed to recover from Lessee any and all amounts which under the terms of this Agreement may be then due or which may have accrued prior to the date of termination and also to recover forthwith from Lessee (a) as representing actual loss incurred by Lessor, damages for loss of the bargain and not as a penalty, a sum, with respect to each Car which represents the then present value of all rent for such Car which would otherwise have accrued hereunder from the date of such termination to the end of the Lease Term of this Agreement as to such Unit, such present value to be computed in each case on the basis of a six percent (6%) per annum discount, compounded annually from the respective dates upon which rents would have been payable hereunder had this Agreement not been terminated and (b) any damages and expenses, in addition thereto which Lessor shall have sustained by reason of the breach of any covenant or covenants of this Agreement.

E. Lease, sell or otherwise dispose of the Cars to such persons, at such price, rental or other consideration and for such period as Lessor shall elect. Lessor shall apply the proceeds from such leasing, sale or other disposition, less all costs and expenses incurred in the recovery, repair, storage, renting, sale or disposition of such Cars (including costs and expenses in connection with any bankruptcy proceeding involving Lessee and/or the Cars, including relief from stay motions, cash collateral disputes, assumption/rejection motions and disputes concerning any proposed disclosure statement and plan during any such bankruptcy proceeding) toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency.

F. Lessor's failure to exercise or delay in exercising any right, power or remedy available to Lessor shall not constitute a waiver or otherwise affect or impair its rights to the future exercise of any such right, power or remedy.

11. EXPIRATION OR OTHER TERMINATION

A. Return of Cars. Upon the expiration or earlier termination of this Agreement with respect to any Car, Lessee, at its sole expense, shall return such Car to Lessor as provided in the Schedule, subject to Sections 11B and 11C.

B. Condition Upon Return. Lessee, shall return each such Car to Lessor (i) in interchange condition in accordance with Interchange Rules and FRA rules and regulations in effect on the date the Cars are returned to Lessor and free of AAR Interchange Rule 95 damage; (ii) empty and free from all accumulations or deposits from commodities transported in or on it while in the service of Lessee; (iii) suitable for loading the commodities allowed in the applicable Schedule; (iv) with respect to the specific parts or equipment specified in Section 7 of the applicable Schedule, in as good condition, order and repair as when delivered to Lessee, normal wear and tear excepted. In addition, Lessee shall have removed all existing company logos of Lessee, and shall comply with the provisions of each applicable Section of each Schedule.

C. Inspection. Lessor may inspect any

Car which is returned to it for up to fifteen (15) days after return in accordance with Section 11A hereof. Lessor shall give advance notice to Lessee of inspection date and time and provide Lessee with a written report of the results of Lessor's inspection. Lessee shall be entitled to participate in any such inspection, provided that Lessee shall not interfere with the conduct of such inspection. Unless Lessee shall notify Lessor within 7 days of Lessor's inspection of any Car then Lessee shall be deemed to be in agreement with the results of Lessor's inspection. Lessee agrees to pay Lessor within 30 days of receipt of an invoice for Maintenance or cleaning for which Lessee is responsible.

12. LIABILITY ARISING OUT OF USE AND OPERATION OF CARS.

Lessee agrees to defend, indemnify and hold its affiliates, and their respective agents, directors, officers, employees, successors and assigns harmless from and against any claim (including without limitation relating to environmental matters) of whatsoever nature and regardless of the cause thereof arising out of this Agreement or in connection with or resulting from the deliver, possession, ownership, leasing, condition, use, loss of use, maintenance, return or operation of the Cars during the Lease Term or arising out of Lessee's default hereunder, excepting, however, any claim which accrues with respect to any of the Cars (i) while such Car is in a repair shop undergoing repairs, that are not necessitated by Lessee's acts or omissions or any breach by Lessee of its obligations hereunder, or that otherwise the responsibility of Lessee hereunder, or (ii) to the extent attributable to the gross negligence or willful misconduct of Lessor, its agents or employees. The indemnities set forth in this Section 12 shall survive the expiration or other termination of this Agreement.

13. DISCLAIMER OF WARRANTIES.

LESSOR'S OBLIGATIONS WITH RESPECT TO THE CARS ARE EXPRESSLY LIMITED TO THOSE SET FORTH IN THIS AGREEMENT, AND LESSOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY CAR. LESSEE SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SPECIFICATIONS AND DESIGN OF ANY CAR ARE APPROPRIATE FOR THE COMMODITIES LOADED THEREIN.

14. MISCELLANEOUS.

A. Financial Reports. Lessee shall promptly furnish to Lessor the annual report or audited financial statements of Lessee and its parent company not more than 120 days after the end of its fiscal year and any other financial information with respect to Lessee and its parent company as Lessor may reasonably request from time to time.

B. Assignment. All rights and obligations of Lessor under this Agreement and any Schedule and Lessor's interest in the Cars subject to such Schedule and in the rent and other amounts payable with respect thereto may be assigned, pledged or transferred in whole, without notice to or consent by Lessee, and Lessee's rights hereunder are and shall at all times be subject and subordinate to any and all rights of any assignee, mortgagee or security holder, and pledge or transfer, and Lessee agrees that any such assignee, transferee or pledgee shall be entitled to all the privileges, powers and immunities of Lessor. If requested, Lessee shall evidence its consent to the foregoing by executing a consent and agreement in form and substance satisfactory to Lessor and its assignee, pledgee or transferee. However, no consent by Lessee is required to any transfer, pledge or assignment.

C. Further Assurances. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in furtherance of any financing agreement entered into by Lessor or its assignees in connection with the acquisition, financing or use of the Cars.

D. Recording. Lessee shall sign a Memorandum of this Agreement in form and substance satisfactory to Lessor for filing and recordation with the STB in accordance with 49 U.S.C. 11301.

E. No Waiver. No delay, waiver, indulgence or partial exercise by either party of any

right, power, or remedy shall preclude any further exercise thereof or the exercise of any additional right, power or remedy.

F. Notices. Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy, by overnight mail using a nationally recognized overnight courier or deposited in United States mail, registered or certified, postage prepaid, addressed to:

Lessor:

THE CIT GROUP/EQUIPMENT FINANCING, INC.
1211 Avenue of the Americas, 20th Floor
New York, New York 10036
Attn: Senior Vice President - Rail Group

Documentaion

Telecopier No. (212) 536-9397

Lessee: as designated in each Schedule.

or to such addresses as Lessor may from time to time designate.

F. Intentionally omitted.

H. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

I. Entire Agreement. This Agreement and all other documents, instruments, certificates and agreements executed and delivered pursuant hereto to which either Lessor or Lessee is a party constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any prior or contradictory representations, warranties or agreements by Lessor and Lessee.

J. RESTRICTIONS ON ASSIGNABILITY BY LESSEE. Lessee has reviewed the provisions of Section 9D of the Agreement prohibiting or restricting the assignment or other transfer of its interests in the Agreement or the Equipment leased to it and is bound by such provisions as set forth in the Agreement. Lessee agrees that said provisions are made "conspicuous" by this paragraph.

K. Counterparts. This Agreement may be executed in any number of counterparts, and such counterparts together shall constitute one contract.

L. Quiet Enjoyment. Provided Lessee shall not be in default hereunder and conditioned upon Lessee performing all of the terms, conditions and covenants of this Agreement, Lessor will not disturb Lessee's peaceable and quiet possession and use of the Cars during the terms of this Agreement.

M. Applicable Law. The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the state of New York without regard to New York's choice of law doctrine.

N. Waiver of Trial by Jury. LESSEE AND LESSOR AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THIS FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, LESSEE AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND LESSEE AND LESSOR HEREBY AGREE AND CONSENT THAT EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Each party, pursuant to due corporate authority, has caused this Agreement to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Agreement was the free act and deed of the corporation, the foregoing is true and correct and that this Agreement was executed on the date indicated below, and that this Agreement is a legal, valid and binding obligation of each party.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

Lessor

By:/s/Jospeh Mankowich

Title: Vice President

Date: 22 May 01

KANSAS CITY POWER AND LIGHT COMPANY

Lessee

By:/s/Frank L. Branca

Title: VP

Date: May 2, 2001

Reviewed By Counsel

/s/William H. Koegel

RIDER A TO MASTER RAILCAR LEASE

Dated as of May 2, 2001

by between

THE CIT GROUP/EQUIPMENT FINANCING, INC., as Lessor and
KANSAS CITY POWER AND LIGHT COMPANY, as Lessee

"AAR" shall mean the Association of American
Railroads.

"Agreement" shall mean this Master Railcar Lease,
as it may be amended, modified or supplemented together
with all Schedules and Riders.

"After-Tax Basis" shall mean an amount equal to
the sum of (i) the amount of the tax to be paid plus
(ii) the amount of all taxes, fees and other
governmental charges payable by the payee with respect
to the receipt or accrual of the amounts described in
items (i) and (ii) of this sentence, calculated based
on the assumption that the payee is subject to United
States Federal income tax at the highest marginal
statutory rate applicable to corporations at the time
the indemnity is paid or accrued and is subject to
United States state and local and (if applicable)
foreign income taxes at the actual rates applicable to
the payee as certified by an officer of the payee.

"Delivery Location" location designated on each
applicable Schedule.

"FRA" shall mean the Federal Railroad
Administration.

"Interchange Condition" shall mean with respect to
any Car, the performance standards and criteria for the
condition of such Car and its maintenance and repair of
such Car as set forth in the Interchange Rules.

"Interchange Rules" mean collectively the Field
Manual of the AAR Rules of Interchange and the Office
Manual of the AAR Rules of Interchange adopted by the
AAR Mechanical Division, Operations, and Maintenance
Department, as the same may from time to time be
amended, modified or supplemented. References herein
to the Interchange Rules provide performance standards
and criteria for the condition of the Cars and their
maintenance and repair. However, as between Lessor and
Lessee, this Agreement, not the Interchange Rules,
governs who is responsible for performing Maintenance.

"Maintenance" shall mean all repairs, servicing,
maintenance, replacement or furnishing of parts,
mechanisms and devices as are needed to keep any Car in
good condition and working order and repair, suitable
for loading of the commodities listed in the applicable
Schedule and in accordance with the Interchange Rules,
the FRA rules and the applicable rules of any other
applicable regulatory body having jurisdiction over the
Cars.

"Property Tax" means any annually recurring tax on
personal property that is imposed on the owner of the
Cars by any government or other taxing authority within
the United States of America, is calculated by
reference to the value of the personal-property subject
to the tax and attributable to any or all of the Cars
(whether called an "ad valorem property tax", a
"railcar tax", a "mileage tax" or otherwise) plus any
and all fines, penalties, additions to tax and/or
interest relating thereto.

"Schedule" means any schedule signed by both
Lessor and Lessee pursuant to this Agreement, as the
same may from time to time be amended, modified,
supplemented or extended.

"Settlement Value" with respect to each Car shall
mean the value set forth as the Settlement Value" in
each Schedule.

"STB" shall mean the Surface Transportation Board.

SCHEDULE NO.01

This Schedule No.01 to that certain Master Railcar Lease (hereinafter as the same may from time to time be amended, modified or supplemented referred to as the "Agreement") dated as of May 2, 2001 between THE CIT GROUP/EQUIPMENT FINANCING, INC ("Lessor") and KANSAS CITY POWER AND LIGHT COMPANY ("Lessee") is made as of May 2, 2001.

Lessor and Lessee agree as follows.

1. Capitalized Terms. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No.01 except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.

2. Cars Leased. Lessor hereby leases the following cars to Lessee subject to the terms and conditions of the Agreement and this Schedule.

Quantity	Equipment Description	Reporting Marks and Numbers
125	4480 C.F. aluminum coal gondolas	See Schedule A attached.

3. Acceptance. Lessee shall inspect each Car promptly when delivered to Lessee at a Delivery Location. Failure to report that any Car is not in Interchange Condition within the earlier of seven (7) days of such Car's delivery to Lessee or the date of loading of such Car by Lessee or at Lessee's direction, (such period being referred to as the "7 Day Acceptance Period") shall constitute acceptance by Lessee of such Car, and shall be conclusive evidence that such Car (a) is fit and in suitable condition for transporting the commodities then and thereafter loaded in such Car, (b) meets all of Lessee's requirements for the Car and (c) is accepted by Lessee for all purposes of the Agreement.

4. Lease Commencement Date. May 1, 2001

5. Expiration Date. April 30, 2004

6. Commodities to be carried. Lessee will use the Cars in unit train high mileage service for carrying only coal.

7. Lessee Maintenance Items. Notwithstanding anything to the contrary contained herein, Lessee shall, at its expense, repair damage to any of the Cars, normal wear and tear excepted.

8. Remarketing Responsibility. Not applicable. Cars will bear CEFX marks.

9. Delivery Location. BNSF or UP point between PRB and KCMO.

10. Rent Lessee shall pay Lessor a fixed rent of \$310.00 per Car per month, payable in advance. Rent payable for any period which is less than a full month shall be prorated. Rent shall commence upon arrival of the last Car to the Delivery Location ("Rent Commencement Date").

(b) Additional Mileage Rental. In the event any Car travels more than 100,000 miles in any calendar year, Lessee shall pay Lessor \$0.025 per mile for each mile over 100,000 miles traveled by such Car. Any Cars covered by this Lease during only a portion of the calendar year shall be measured on a prorated basis for the calculation of amounts due Lessor.

11. Settlement Value. The amount payable to the owner of a Car under Interchange Rule 107.

12. Return Provisions. Upon the expiration of this Agreement, Lessee shall return the Cars to a mutually agreed upon location on the UP or BNSF railroads between the PRB and KCMO. Cars will be returned empty and free of product in or on the Cars and in interchange condition per the then current AAR and FRA regulations.

13. Lessee Notice. Kansas City Power And

Light Company

1201 Walnut Street
P.O. Box 418679
Kansas City, MO 64141-9679
Attention: Charles Buckley
Telecopier No.: (816) 556-2047
Telephone No.: (816) 556-2889

14. Special Conditions.

a) AAR Circular OT-5. Whenever approval of the originating line haul carrier is required in order that Cars may be placed in service pursuant to the AAR Circular OT-5 and any revisions or successors thereto, Lessee shall obtain such approval, and this Agreement shall continue in full force and effect notwithstanding any withdrawal or modifications of such approval or failure to obtain such approval

b) Transportation Expense.

Transportation Expense to the Delivery Location shall be for Lessor's account.

Each party, pursuant to due corporate authority, has caused this Schedule No. 01 to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Schedule No.01 was the free act of the corporation, the foregoing is true and correct and that this Schedule No.01 was executed on the date indicated below.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

Lessor

By:/s/Joseph Mankowich
Title: Vice President
Date: 22 May 01

KANSAS CITY POWER AND LIGHT COMPANY

Lessee

By:/s/Frank L. Branca
Title: VP
Date: May 2, 2001

Review By Counsel

/s/William H. Koegel

AMENDMENT NO.1 TO SCHEDULE NO.01 TO MASTER RAILCAR
LEASE BETWEEN THE CIT GROUP/EQUIPMENT FINANCING, INC.
AND KANSAS CITY POWER AND LIGHT COMPANY

This Amendment No. 1 ("Amendment"), dated as of April 25, 2002, modifies and amends Schedule No.01 made as of May 2, 2001 (as amended, modified or supplemented, "Schedule No. 01") to the Master Railcar Lease made as of May 2,2001 (as amended, modified or supplemented, the "Lease") between The CIT Group/Equipment Financing, Inc. ("Lessor") and Kansas City Power and Light Company ("Lessee") to correct, as of May 2,2001, an inaccuracy in the description of railcars leased under the Lease pursuant to Schedule NO. 01.

WHEREAS pursuant to the Lease and Schedule No.01 thereto, Lessee and Lessor confirm that Schedule No.01 covers 125 aluminum coal gondola railcars;

WHEREAS Lessor and Lessee confirm that the car marks and numbers in Schedule No.01 are amended as herein provided.

NOW THEREFORE in consideration of the foregoing, the mutual agreements, terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The car marks and numbers originally set forth in Schedule A to Schedule No.01 are hereby deleted and a revised Schedule A, attached hereto as Exhibit A ("Revised Schedule A"), shall be attached to Schedule No. 01.

2. This Amendment shall be effective on and as of May 2, 2001.

3. Except as expressly amended herein, the Lease and Schedule No.01 shall continue in full force and effect and all references in Schedule No.01 to Schedule A shall mean Revised Schedule A.

4. The terms of this Amendment and all rights and obligations hereunder shall be governed by the laws of the state of New York without regard to New York's choice of law doctrine.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the day and year first written above.

THE CIT GROUP/EQUIPMENT FINANCING, NC.

By:/s/Stephen Z. Serepca
Name: Stephen Z. Serepca
Title: SR. VP

KANSAS CITY POWER AND LIGHT COMPANY

By:/s/F. L. Branca
Name: Frank L. Branca
Title: President, KCPL Power

Review By Counsel
/s/William H. Koegel

MASTER LEASE AGREEMENT

MASTER LEASE AGREEMENT ("Master Lease"),

dated as of June 18, 2001, between The Equipment Funding Group, a Division of Provident Commercial Group, Inc., an Ohio corporation having a principal place of business and address for purposes of notice hereunder at 1745 Shea Center Drive, Fourth Floor, Highlands Ranch, Colorado 80129, hereinafter, together with its successors and assigns, if any, as Lessor, and Kansas City Power & Light Company, a Missouri corporation having a principal place of business and address for purposes of notice hereunder at 1201 Walnut, Kansas City, Missouri 64106-2124, Attention: Treasurer, as Lessee.

1. MASTER LEASE. RENTAL SCHEDULES.

This Master Lease sets forth the general terms and conditions that govern the lease by Lessor to Lessee of items of Equipment specified on rental schedules ("Rental Schedules") and acceptance certificates ("Acceptance Certificates") executed and delivered by the parties from time to time. Each Rental Schedule will reference this Master Lease and thereby incorporate by reference this Master Lease (this Master Lease and each Rental Schedule being together referred to as the "Lease") and will specify the Basic Lease Term, the amount of Basic Lease Term Rent, the Rent Payment Dates on which such Rent is due, and such other information and provisions as Lessor and Lessee may agree. Each Rental Schedule constitutes a separate and independent Lease. Only one executed Rental Schedule will be marked as an original and be considered chattel paper for purposes of Article 9 of the Uniform Commercial Code. All other copies, whether executed, will be considered copies and not chattel paper. This Master Lease will not be considered chattel paper. Terms defined in a Rental Schedule and not otherwise defined herein shall have the meanings ascribed to them in such Rental Schedule. In the event of a conflict between the terms of a Rental Schedule and this Master Lease, the terms of the Rental Schedule shall govern.

The obligation of Lessor to purchase Equipment from a manufacturer or supplier thereof (the "Supplier") and to lease the same to Lessee under any Lease shall be subject to receipt by Lessor, prior to the commencement of the Basic Lease Term ("Basic Lease Term Commencement Date") (with respect to such Equipment), of each of the following documents executed by Lessee in form and substance satisfactory to Lessor: (i) a Rental Schedule relating to the Equipment to be leased thereunder, (ii) an Acceptance Certificate for such Equipment, (iii) a Railcar Manufacturing Agreement Assignment relating to the Equipment leased pursuant to such Rental Schedule, unless Lessor shall have delivered its purchase order for such Equipment directly to Supplier, (iv) evidence of insurance which complies with the requirements of Section 7 hereof, (v) a certificate of incumbency authorizing the individuals executing such documents to do so on behalf of Lessee, (vi) if the Equipment consists of over-the-road vehicles, each original Certificate of Title reflecting Lessor as owner, or a copy of the Manufacturer's Statement of Origin evidencing the transfer of ownership to the Lessor, (vii) an opinion of Lessee's counsel, in substantially the form attached hereto as Exhibit 1, (viii) financing statements for filing in the jurisdictions where the principal business office of the Lessee is located and such other documents, including governmental filings, as Lessor may reasonably request. Upon execution by Lessee of any Rental Schedule and an Acceptance Certificate, the Equipment described thereon shall be deemed to have been delivered to, and irrevocably accepted by, Lessee AS IS, WHERE IS and except as set forth in the related Lease WITHOUT WARRANTY EXPRESSED OR IMPLIED for lease under the Lease for such equipment.

2. BASIC LEASE TERM. LESSEE'S RIGHT TO QUIET ENJOYMENT.

Each Lease is for a non-cancelable Basic Lease Term commencing on the date of acceptance of the Equipment for lease and ending on the Lease Expiration Date specified on such Rental Schedule. If any Basic Lease Term is extended by written agreement of the Lessor or by exercise of any option to extend contained

in such Rental Schedule, the Basic Lease Term shall be deemed to refer to all extended terms, and all provisions of this Master Lease shall apply during such Basic Lease Term, as extended, except as may be otherwise specifically provided in writing. Lessee cannot, except as expressly set forth in this Master Lease, terminate the Lease or suspend payment or performance of any of its obligations thereunder. Provided no Event of Default, as defined in Section 13 hereof, has occurred that is continuing under the Lease, Lessee will have quiet possession and use of the Equipment throughout the Basic Lease Term, and Lessor shall defend and protect such quiet possession and use against all persons claiming by, through or under Lessor.

3. BASIC RENT. NET LEASE; LESSEE'S INDEMNITIES. NO WARRANTIES BY LESSOR.

Rent is payable in the amount specified on the Rental Schedule. All payments of Rent shall be made to Lessor in good funds on or before the Payment Dates specified in the Rental Schedule. Lessor will exercise its best efforts to invoice Lessee thirty (30) days prior to each Payment Date, but failure to provide timely invoices will not relieve Lessee of its obligation to pay Rent on the Payment Date. Rent is net of, and Lessee agrees to pay, and will indemnify and hold Lessor and any assignee of Lessor harmless, on an after-tax basis, from and against, all costs (including, without limitation, maintenance, repair and insurance cost), claims (including, without limitation, those claims of product liability, strict liability in tort, patent infringement and to like), losses or liabilities relating to the Equipment or its use that are incurred by or asserted against Lessee, any sublessee of Lessee or any person authorized by Lessee to use and maintain the Equipment, Lessor or any assignee of Lessor and arise out of matters occurring prior to the return of the Equipment. Lessee's obligation to indemnify Lessor and its assigns shall include the obligation to hold Lessor and its assigns harmless from all legal fees and expenses. Lessee shall be entitled to control the defense of all costs and claims indemnified so long as no Event of Default has occurred hereunder, and thereafter Lessor shall be entitled to control such defense at Lessee's cost; provided, however that Lessor shall have the right to appear in such proceedings through separate counsel of Lessor's choosing at Lessor's sole cost and expense of such separate counsel. Lessee's indemnities shall survive termination of this Lease.

Each Lease is an irrevocable, absolute, net lease, and Lessee's obligations are not subject to defense, counterclaim, set-off, diminution, abatement or recoupment, and Lessee waives all rights to terminate or surrender the Lease for any reason except as expressly set forth in this Master Lease, including, without limitation, defect in the Equipment or non-performance by Lessor; provided, however, that Lessee specifically retains the right to seek recourse against Lessor by way of separate action either at law or in equity in the event of breach or non-performance by Lessor under the Lease. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR AND HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT AND TEST THE EQUIPMENT. THE EQUIPMENT IS BEING LEASED TO THE LESSEE BY THE LESSOR AS IS, WHERE IS. LESSOR DOES NOT MAKE, HAS NOT MADE, SHALL NOT BE DEEMED TO MAKE OR HAVE MADE, AND EXPRESSLY DISCLAIMS TO LESSEE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE. USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE. Lessor hereby assigns to Lessee for the Basic Lease Term any assignable manufacturer or vendor warranties with respect to the Equipment and will cooperate with Lessee, at Lessee's expense, in asserting any claims under such warranties.

Lessee acknowledges that each Lease shall be entered into on the basis that Lessor shall be entitled for federal and state income tax purposes (i) to claim the deductions for depreciation on the total original cost of the Equipment, except as specified in the Rental Schedule, as new equipment first placed in service on the date of the Acceptance Certificate, pursuant to the Modified Accelerated Cost Recovery System (MACRS) under Section 168 of the Internal Revenue Code of 1986, as amended ("Code") or any other

depreciation method which may be permitted under the Code and for state income tax purposes, any other depreciation deduction method that is permitted by applicable state law; and (ii) to claim under Section 163 of the Code a tax deduction for the full amount of any interest paid by Lessor or accrued under Lessor's method of tax accounting on any indebtedness secured by the Equipment (hereinafter referred to collectively as the "Tax Benefits"). If Lessor shall lose or shall not have the right to claim, or if there shall be disallowed or recaptured, any or all of such Tax Benefits as a result of any act, omission, misrepresentation or failure to act by Lessee, any sublessee, or any other person authorized by the Lessee to use or maintain the Equipment, which is directly or indirectly causative of the loss of such Tax Benefits, Lessee shall pay to Lessor as additional Rent (a) an amount equal to the value, determined at the Lessor's highest marginal tax rate for the applicable jurisdiction(s), on a present value basis discounted at the Lessor's then current cost of funds, of the Tax Benefits so disallowed or made unavailable plus (b) all interest, penalties, or additions to tax resulting from such loss, disallowance, unavailability or recapture of any of the foregoing plus (c) all taxes required to be paid by the Lessor or its assigns under any federal, state and local law upon receipt of any of the foregoing amounts. If Lessor shall lose or shall not have the right to claim, or if there shall be disallowed or recaptured, any or all of such Tax Benefits because of a change in applicable law, which is directly causative of the loss of such Tax Benefits, Lessee shall, at its sole discretion, either (i) terminate the Lease upon payment to Lessor of the Casualty Value of the Equipment and all other amounts due hereunder, or (ii) pay to Lessor as additional rent (a) an amount equal to the value, determined at the Lessor's highest marginal tax rate, for the applicable jurisdiction(s), on a present value basis discounted at the Lessor's then current cost of funds, of the Tax Benefits so disallowed or made unavailable, plus (b) all taxes required to be paid by the Lessor or its assigns under any federal, state or local law upon receipt of any of the foregoing amounts. Lessor shall make available to Lessee copies of Lessor's calculations to determine the amount of the additional rent attributable to Tax Benefits that are so disallowed or made unavailable and indemnity payments provided for in this Section 3 and Section 6. Lessee shall not be required to make payment of additional rent as provided in this paragraph with regard to any Equipment after the date upon which Lessor has been paid its Casualty Value as required under Sections 5 and 13 of this Master Lease.

4. USE AND LOCATION OF EQUIPMENT. MAINTENANCE AND REPAIRS. NO LIENS: NO ASSIGNMENT BY LESSEE. SUBLEASE OF EQUIPMENT.

The Equipment is to be used exclusively by Lessee in the conduct of its business, only for the purposes for which it was designed and in compliance with all applicable laws, rules and regulations, manufacturers' or vendors' warranties and applicable policies of insurance. Lessee will, at Lessee's sole expense, obtain and maintain all necessary licenses, permits and approvals. The Equipment shall remain exclusively within the boundaries of the United States (exclusive of Alaska and Hawaii) and Lessee agrees not to make, suffer or allow any transfer or assignment of this Lease, or of the Equipment to service outside the continental United States, by operation of law or otherwise, without Lessor's prior written consent.

Lessee will, at Lessee's sole expense, effect all maintenance, service and repairs necessary to maintain the Equipment in accordance with (i) the Interchange Rules or similar successor guidelines of the American Association Railroad ("AAR") (the "Interchange Rules"); (ii) regulations of the Federal Railway Administration ("FRA"); and (iii) at least equal to the maintenance standards which Lessee applies to similar equipment owned or leased by Lessee, without discriminating in any way between equipment of similar type that is owned or leased by Lessee, but not less than the maintenance standards, as applied and changed from time to time, as attached to the applicable Rental Schedule. Lessor and Lessee agree that such maintenance standards are subject to change from time to time during the term of the Lease provided such changes do not have a significant adverse effect on the value, utility or useful life of the Equipment based upon its condition upon its return to Lessor hereunder. Such repairs shall (a) comply with all requirements of law applicable to the maintenance and condition of the Equipment, (b) maintain the Equipment in good operating

condition commercially suitable for carrying the commodities for which such Equipment was designed; and (c) will not violate any applicable manufacturers' or vendors' warranties. All additions and replacements to or attached to the Equipment shall immediately become the property of Lessor and shall be deemed incorporated in the Equipment and subject to the terms of the Lease as if originally leased thereunder. Lessee will keep the Equipment and its interest therein free and clear of all liens and encumbrances other than those created by Lessor or arising out of claims against Lessor and not related to the lease of the Equipment to Lessee. Lessee will defend, at its own expense, Lessor's title to the Equipment from all such liens and encumbrances. If a tax or other lien shall attach to any item of Equipment, Lessee will provide written notification to Lessor within ten (10) days after any such attachment stating the full particulars thereof and the location of such Equipment on the date of such notification.

THE LESSEE MAY NOT, EXCEPT TO ANY WHOLLY-OWNED SUBSIDIARY OR AFFILIATE OF LESSEE, ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THE LEASE OR ENTER INTO ANY SUBLEASE, WITH A TERM OF MORE THAN SIX (6) MONTHS, OF ALL OR ANY PART OF THE LEASE WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. IF, WHEN REQUIRED, CONSENT TO A TRANSFER OR AN ASSIGNMENT IS MADE BY LESSOR, OR IF AN ASSIGNMENT OR TRANSFER IS MADE TO A WHOLLY-OWNED SUBSIDIARY OR AFFILIATE OF LESSEE, WHICH HAS INDEPENDENT CREDITWORTHINESS SUBSTANTIALLY EQUAL TO OR GREATER THAN THAT OF LESSEE AT THE TIME OF SUCH ASSIGNMENT OR TRANSFER AND SUCH TRANSFEREE EXECUTES AN AGREEMENT TO BE BOUND BY AND ASSUMES ALL OF THE TERMS AND OBLIGATIONS OF LESSEE UNDER THE LEASE, SUCH TRANSFER OR ASSIGNMENT SHALL ACT AS A NOVATION, AND LESSEE SHALL HAVE NO FURTHER RIGHTS AGAINST OR OBLIGATIONS TO LESSOR OTHER THAN THE RIGHTS AND OBLIGATIONS WHICH HAD ACCRUED PRIOR TO SUCH TRANSFER OR ASSIGNMENT PROVIDED LESSEE SHALL NOT INTENTIONALLY AUTHORIZE OR PERFORM ANY ACT OR OMISSION WHICH REDUCES THE CREDITWORTHINESS OF ANY SUBSIDIARY OR AFFILIATE SUBSEQUENT TO SUCH TRANSFER OR ASSIGNMENT. Lessor may under all circumstances withhold consent to, but such withholding of consent shall not be limited to, the following (i) any sublease the term of which exceeds the Basic Lease Term; (ii) any sublease or assignment made to a tax-exempt entity or governmental agency; (iii) any sublease or assignment which is not specifically made subject to the prior rights of Lessor and its assignees under the Lease; and (iv) any sublease which creates an obligation on the part of Lessor in favor of such sublessee or relieves Lessee of any of its obligations under the Lease including, without limitation, Lessee's obligations with respect to (a) the payment of Rent and other sums due or to become due, (b) use and maintenance of the Equipment and (c) provisions for the return of the Equipment at the expiration of the Basic Lease Term. Any reasonable cost incurred by Lessor in connection with entering into such sublease or assignment shall be payable by Lessee immediately upon notice to Lessee from Lessor.

5. LOSS, DAMAGE OR DESTRUCTION OF EQUIPMENT. AMENDMENT. MODIFICATION. ATTACHMENT TO THE EQUIPMENT.

Lessee will bear all risk of direct and consequential loss and damage with respect to the Equipment during the Basic Lease Term and until the Equipment is returned to Lessor. Lessee will notify Lessor promptly in writing upon receipt of knowledge that any item of Equipment is lost, stolen, requisitioned by a governmental authority or damaged beyond repair (each, a "Casualty"), describing the Casualty in reasonable detail, and will file a claim under appropriate policies of insurance promptly upon receipt of knowledge of such Casualty. Lessee will pay to Lessor on the next Payment Date following the Casualty, in addition to Rent and other sums due on that date, an amount equal to the Casualty Value thereof specified on the Rental Schedule. The Lease, solely as it relates to the Equipment suffering the Casualty, will terminate and ownership of the Equipment suffering the Casualty, including all claims for insurance proceeds or condemnation awards, will pass to Lessee upon receipt of such payment by Lessor. In the event of loss or damage to any item of Equipment which does not constitute a Casualty, Lessee shall promptly, at its sole cost and expense, repair and restore such Equipment to the condition required by this Lease.

Except as provided in this Section upon payment of Casualty Value, no loss or damage to the Equipment or any part thereof shall release or impair any obligations of Lessee under this Lease, which shall continue in full force and effect and shall be absolute

during the Basic Lease Term.

At its sole option, Lessee may make any alteration, modification or attachment to the Equipment deemed appropriate by Lessee, provided that such alteration, modification or attachment does not decrease the Fair Market Value (as defined herein) of the Equipment, reduce its useful life or cause such Equipment to become limited use property, a fixture, or real property or affect the insurability or impair any manufacturer's warranty with respect to the Equipment. All alterations, modifications and attachments of whatsoever kind or nature made to any item of Equipment that cannot be removed without damaging the functional capability, economic value or insurability of the item of Equipment or impairing any manufacturer's warranty shall be deemed to be part of the Equipment. Under no circumstance shall any alteration, modification or attachment be subjected by Lessee to any encumbrance other than this Lease.

6. TAXES AND FEES.

Lessee shall assume responsibility for and pay, and agree to indemnify and hold Lessor harmless from, the following (which shall be referred to as "imposts" under this provision): (i) all taxes, assessments, levies, fees and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are at any time imposed or levied upon or assessed against (A) the Equipment, (B) any Rent or other sum payable hereunder, or (C) the Lease or the leasehold interest created herein, or which arise in respect of the acquisition, ownership, delivery; return, operation, possession or use of the Equipment; (ii) all gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Rent or other sum payable hereunder; (iii) all sales, use or other taxes at any time levied, assessed or payable on account of the acquisition, shipment, registration, titling, transportation, delivery, leasing, use or operation of the Equipment, which Lessee represents it is exempt from; and (iv) all penalties, interest, and reasonable expenses of special tax counsel (including local counsel and counsel's reasonable out-of-pocket disbursements and costs), to Lessor with respect to any of the foregoing. The Lessee shall not have responsibility for the following, which are not imposts: (i) any franchise, net worth, capital, estate or inheritance tax and (ii) any Federal, State, local or foreign net income taxes or any tax on gross receipts or gross revenues which is in the nature of an income tax. Lessee shall be entitled to control the defense of imposts indemnified so long as no Event of Default has occurred hereunder, and thereafter, Lessor shall be entitled to control such defense at Lessee's cost; provided, however, that Lessor shall have the right to appear in such proceedings through separate counsel of Lessor's choosing at Lessor's sole cost and expense of such separate counsel.

Lessee shall prepare and submit all necessary filings to the applicable taxing authorities whether the incidence of such imposts and/or its related filing obligation shall be the legal responsibility of Lessor or Lessee. For that purpose, Lessor hereby appoints Lessee its agent and attorney-in-fact to make filings and/or payments on behalf of Lessor where the incidence thereof falls on Lessor. Lessor agrees to cooperate fully with Lessee by executing any documents prepared by Lessee for filing (where the taxing authority will not accept Lessee's appointment as agent for Lessor or accept payment or filings by Lessee on behalf of Lessor) and by forwarding promptly to Lessee any assessments, tax bills or other correspondence received in connection therewith. For situations in which the good faith effort on the part of the Lessee fails to cause it to be in compliance with the laws of a particular jurisdiction, a request for assistance notice will be made in writing to the Lessor to enable the Lessee to timely fulfill its responsibilities under the Lease without imposition of penalties or interest. Lessee shall indemnify and hold harmless Lessor from any loss, claim or damage arising out of tax filings made or failed to be made by Lessee with respect to the Equipment and the payment of any tax required in connection therewith.

Upon reasonable request, Lessee will furnish to Lessor proof of payment of all imposts. If any impost may legally be paid in installments, Lessee may pay same in installments: provided, any impost assessed, levied or imposed during the Basic Lease Term shall be paid in full by Lessee prior to the expiration

of the Basic Lease Term. The Lessee shall not be required to pay or discharge any claim or demand referred to in this Section 6 so long as the validity or the amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner, as determined by Lessee and Lessor, which will not result in the forfeiture, seizure, confiscation or sale of the Equipment. Lessee shall comply with and cause the Equipment to comply with all legal requirements applicable thereto or to the use thereof and with all contracts (including insurance policies), agreements and restrictions applicable thereto or to the ownership or use thereof.

In the event Lessee pays any personal property, use or other tax payable by Lessee pursuant to this Section 6 and any amount so paid is itself deemed to be taxable income to Lessor because such tax payments constitute additional rent payable to Lessor hereunder without a comparable offsetting deduction, Lessee shall reimburse Lessor on an after-tax basis for any such tax liability. The indemnifications and obligations of Lessee provided in this Section 6 shall survive termination or expiration of this Lease.

7. INSURANCE.

So long as Lessee maintains a debt rating, as published in Standard and Poors or any successor publication, at or above BBB-, Lessee may self-insure for all liabilities, indemnities and obligations under this Lease. Upon written request, Lessee will provide to Lessor, its assigns or any Lender, an acknowledgment of self-insurance reasonably satisfactory to such requesting party. If Lessee's debt rating, as published in Standard and Poors or any successor publication, falls below BBB-, the Lessee may no longer self-insure and the following provisions will apply to insurance which must be maintained at Lessee's cost during the remaining term of this Lease:

(a) Insurance against the loss, theft, damage, or destruction of the Equipment, in an amount not less than the greater of the full replacement value thereof or the Casualty Value payable to Lessor so long as Lessee is obligated to pay the Casualty Value to Lessor hereunder, and upon payment of the Casualty Value to Lessor, to Lessee, and joint loss payees for any damage to the Equipment which is not a Casualty and, as requested by Lessor, with any Lessor's Lender being named as the mortgagee under a "standard" mortgagee clause; and,

(b) Commercial general liability insurance with respect to the use or operation of the Equipment, in an amount at least equal to \$10,000,000 with Lessor and the appropriate Lessor's Lender, if any, being listed as additional insurers thereunder.

All of such insurance will be with companies having a rating of B+ or better with A.M. Best and shall be in form and with coverages of the type under which Lessee insures its own rail cars. It is agreed that Lessee's current commercial general liability insurer, Associated Electric & Gas Insurance Services Limited is specifically designated as an approved insurer by Lessor and Lessor's Lender.

On or before the Basic Lease Term Commencement Date, thereafter on or prior to each renewal or replacement of the insurance required hereby, and otherwise upon written request by Lessor or any Lessor's Lender (but not more frequently than once a year), Lessee will deliver to Lessor and the requesting Lessor's Lender certificates by the carriers issuing such insurance certifying as to the coverages provided by such insurance and agreeing that such insurance will not be terminated, canceled or materially modified for any reason without giving Lessor and the requesting Lessor's Lender at least thirty (30) days' prior written notice. Upon the request of Lessor or the requesting Lessor's Lender, Lessee will provide it with a copy of the policies for such insurance.

From the net proceeds (if any) of the insurance maintained by Lessee pursuant to Paragraph (a) herein that are received by Lessor or any Lessor's Lender with respect to an item of Equipment, Lessor or Lessor's Lender (as is applicable) will reimburse Lessee for its reasonable, documented, out-of-pocket costs to repair or replace such item of Equipment pursuant to Section 5, to the extent that such repairs or replacements were necessitated by the occurrence of the risk of loss for which such proceeds were paid; provided, no such reimbursement will be payable if a Casualty Value is paid or payable with respect to such

item of Equipment and such loss. Lessee may offset the payment of the Casualty Value pursuant to Section 5 herein against the net proceeds received by Lessor or Lessor's Lender under insurance maintained by Lessee pursuant to Paragraph (a) insuring against the event giving rise to the payment of the Casualty Value. Net proceeds means the gross proceeds paid less all reasonable costs of collection, including court costs and attorney fees.

8. FINANCIAL STATEMENTS. INSPECTION. REPORTS.

Provided that Lessor has executed the confidentiality agreement provided by Lessee, Lessee, at the request of Lessor, shall within one-hundred and twenty (120) days of the end of each fiscal year, provide to Lessor copies of Lessee's annual audited balance sheet, profit and loss statement and statement of cash flows, and, if generally available to Lessee's Lenders, quarterly unaudited balance sheet and profit and loss statement, all prepared in accordance with generally accepted accounting principles, consistently applied. Provided however, that the financial statements required to be furnished by Lessee pursuant to this Section 8 shall be deemed furnished for such purpose upon becoming publicly available on the Securities and Exchange Commission's EDGAR web page.

Lessor may from time to time, but in no event more often than once per year (except during the last twelve (12) months of the Basic Lease Term as reasonably necessary to remarket the Equipment which shall not interfere with Lessee's operations), upon reasonable notice and during Lessee's normal business hours, inspect the Equipment and Lessee's records with respect thereto at Lessor's sole expense. Lessee will, if requested, provide a report on the condition of the Equipment, a record of its maintenance and repair, a summary of all items suffering a Casualty, a certificate of no default or such other information or evidence of compliance with Lessee's obligations under the Lease as Lessor may reasonably request.

9. TITLE. AGREEMENT FOR LEASE ONLY. IDENTIFICATION MARKS. FINANCING STATEMENTS. FURTHER ASSURANCES.

Title to the Equipment shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. Each Lease is intended to be a true lease and not a lease in the nature of a security agreement; each Lease is intended to be a lease as described in Article 2A, Section 2A-103(7) of the Uniform Commercial Code solely for the purposes of such Article 2A of the Uniform Commercial Code. Lessee will, if requested by Lessor, affix to the Equipment all notices of Lessor's ownership of the Equipment furnished to Lessee by Lessor. Lessee will promptly execute and deliver, and Lessor may file, solely at the expense of Lessee, Uniform Commercial Code financing statements or other similar documents notifying the public of Lessor's ownership of the Equipment. Lessee agrees promptly to execute and deliver to Lessor such further documents or other assurances, and to take such further action, including obtaining landlord and mortgagee waivers, as Lessor may from time to time reasonably request.

10. LATE PAYMENT CHARGES. LESSOR'S RIGHT TO PERFORM FOR LESSEE.

A late payment charge equal to the lesser of two percent (2%) per annum above the Prime Rate of interest specified in The Wall Street Journal, or any successor publication, adjusted for any change in such Prime Rate or the maximum rate permitted by applicable law will accrue on any unpaid sum due under this Lease from its due date to the date of payment ("Late Payment Charge"). If Lessee fails to duly and promptly pay or perform any of its obligations hereunder, Lessor shall have the right, but shall not be obligated, to pay or perform such obligations for the account of Lessee without thereby waiving any default and Lessee will pay to Lessor, on demand and in addition to Rent, an amount equal to all sums so paid or expenses so incurred, plus a Late Payment Charge accruing from the date such sums were paid or expenses incurred by Lessor.

11. LESSEE'S OPTIONS UPON LEASE EXPIRATION.

Lessee has the option at the expiration of the Basic Lease Term, exercisable with respect to

all but not less than all items of Equipment leased pursuant to a Rental Schedule. i) to return the Equipment to Lessor, (ii) so long as no default exists under the Lease, to renew the Lease at Fair Rental Value for a renewal term the length of which shall be determined by agreement of Lessee and Lessor, but which will not be in excess of 75% of the useful life of the Equipment or (iii) so long as no default exists under the Lease, to purchase the Equipment on an "AS-IS", "WHERE-IS" basis for cash at its then Fair Market Value (plus all applicable sales taxes, if any). Lessee agrees to provide Lessor written notice of its election to purchase or return the Equipment or renew the Lease not less than one hundred eighty (180) days prior to the Lease Expiration Date. If Lessee fails to give Lessor written notice, the Basic Lease Term may, at Lessor's option, be extended and continue until one hundred eighty (180) days from the date Lessor receives written notice of election to purchase or return the Equipment or renew the Lease. If Lessee purchases the Equipment, Lessor shall convey title to the Equipment (together with manufacturer or vendor warranties, if any) to Lessee, as is, where is and with all faults, without recourse or warranty, excepting liens and encumbrances created by Lessor. Fair Market Value and Fair Rental Value shall mean an amount which would be obtained in an arms length transaction between an informed and willing buyer-user or lessee and an informed and willing seller or lessor under no compulsion to sell or lease provided, however, that in such determination: (i) the Equipment shall be assumed to be in the condition in which it is required to be maintained and returned under the Lease; (ii) in the case of any installed Equipment, that Equipment shall be valued on an installed and fully operational basis; and (iii) costs of removal from its current location shall not be a deduction from such valuation Fair Market Value and Fair Rental Value will be determined by agreement of Lessor and Lessee. or if the parties cannot agree at least ninety (90) days prior to the expiration of the Basic Lease Term, the Fair Market Value and Fair Rental Value shall be determined by an independent equipment appraiser of nationally recognized standing, experienced in evaluating equipment of the same type as the Equipment, selected by Lessor and reasonably acceptable to Lessee. Such appraiser shall be engaged by Lessor and the cost of the appraisal shall be shared equally by Lessor and Lessee.

At the expiration of the Basic Lease Term, unless Lessee has elected to purchase the Equipment, Lessee shall promptly, at its own cost and expense deliver possession of each item of Equipment to Lessor at a location specified by Lessor, to a destination enroute between Lessee's facilities and the Powder River Basin in Wyoming, or at such other mutually agreed to location. The location where each such item of Equipment shall be returned shall be specified in a written notice given by Lessor to Lessee at least sixty (60) days prior to such redelivery ("Redelivery Location"). Any item of Equipment delivered to the Redelivery Location shall be deemed to be redelivered hereunder on the date on which the Equipment shall have been delivered to the Redelivery Location subject to Sections 11(a) and 11(b) hereof. Provided that Lessee will pay the cost of storage of the Equipment at the Redelivery Location for a period of time equal to the greater of thirty (30) days or the date upon which payment is made by the Lessee in accordance with subparagraph 11(b) below.

(a) Lessee, shall return each item of Equipment to Lessor (i) in condition complying with the Interchange Rules, regulations of the FRA; and all requirements of law applicable to the maintenance and condition of the Equipment, (ii) in good operating condition commercially suitable for carrying the commodities for which such Equipment was designed, free of AAR Interchange Rule 95 damage: (iii) in a condition which does not violate any applicable manufacturers' or vendors' warranties: (iv) free of debris with coal and other commodity residue properly removed: and (v) free of all Lessee's decals and markings and free of all liens and encumbrances other than those created by Lessor (hereinafter, together with any specific return conditions set forth in the Rental Schedule, the "Minimum Return Conditions").

(b) Lessor may inspect any item of Equipment which is delivered to it at the Redelivery Location for up to fifteen (15) days after the expiration of the Basic Lease Term. Lessor shall give advance notice to Lessee of the inspection date and time and promptly provide Lessee with a written report of the results of Lessor's inspection. Lessee shall be entitled to participate in any such inspection, provided that Lessee shall not interfere with the

conduct of such inspection. Unless Lessee shall notify Lessor within seven (7) days of receipt of the results of Lessor's inspection of any item of Equipment then Lessee shall be deemed to be in agreement with the results of Lessor's inspection. Lessee agrees to pay Lessor within thirty (30) days of receipt of an invoice for repairs for which Lessee is responsible.

(c) Lessor may refuse to accept redelivery of any item of Equipment that Lessor reasonably suspects is contaminated with hazardous or other corrosive material (excluding from the definition of hazardous and corrosive materials for purposes of this subparagraph (c) coal and coal dust). In which event such item of Equipment shall remain subject to Rent under this Lease until Lessee shall (i) deliver evidence reasonably satisfactory to Lessor that such item of Equipment is not contaminated (in which event any Rent charged from the date of Lessor's refusal to accept redelivery shall be credited back to Lessee), or (ii) take such action as may be reasonably necessary to decontaminate such item of Equipment and redeliver such item of Equipment to Lessor, or (iii) elect to treat such item of Equipment as a casualty item of Equipment, in which event Lessee shall pay Lessor the Casualty Loss Value of such item of Equipment and take title to such item of Equipment.

If the Equipment does not conform to the Minimum Return Conditions, Lessor will promptly notify Lessee of such determination specifying the repairs or refurbishments needed to place the Equipment in the Minimum Return Conditions. Lessor may, at its option, either require Lessee to effect such repairs or itself effect such repairs. In either case, all reasonable costs associated with any repairs and inspections will be paid by Lessee. Until Lessee has returned the Equipment in full compliance with the requirements of this Section 11, the Lease shall continue in full force and effect and Lessee shall continue to pay Rent notwithstanding any expiration or termination of the Basic Lease Term through and including the date on which the Equipment is accepted for return by Lessor as conforming with the Minimum Return Conditions.

12. LESSEE'S REPRESENTATIONS AND WARRANTIES

Lessee represents, warrants and certifies as of the date of execution and delivery of this Master Lease and each Rental Schedule as follows:

(a) Lessee is a duly organized, validly existing Missouri Corporation with full power to enter into and to pay and perform its obligations under the Rental Schedule and this Master Lease as incorporated therein by reference, and is duly qualified in all other jurisdictions where its failure to so qualify would adversely affect the conduct of its business or the performance of its obligations under or the enforceability of the Lease;

(b) the Rental Schedule, this Master Lease and all related documents have been duly authorized, executed and delivered by Lessee, are valid, legal and binding obligations of Lessee, are enforceable against Lessee in accordance with their terms and do not and will not contravene any provisions of or constitute a default under Lessee's organizational documents, any agreement to which it is a party or by which it or its property is bound, or any law, regulation or order of any governmental authority;

(c) Lessor's right, title and interest in and to the Rental Schedule, this Master Lease and the Equipment and the rentals therefrom will vest in Lessor upon Lessee's acceptance of the Equipment for lease hereunder and will not be affected or impaired by the terms of any agreement or instrument by which Lessee or its property is bound;

(d) no approval of, or filing with, any governmental authority or other person is required in connection with Lessee's entering into, or the payment or performance of its obligations under, the Lease;

(e) other than as disclosed in Lessee's most recent 10K and 10Q, there are no suits or proceedings pending or, to the knowledge of Lessee, threatened, before any court or governmental agency against or affecting Lessee which, if decided adversely to Lessee, would materially adversely affect Lessee's business or financial condition or its ability to perform any of its obligations under the Lease;

(f) there has been no material adverse change to Lessee's financial condition since the date of its most recent audited financial statements

delivered to Lessor;

(g) the address stated in the preamble to this Master Lease as Lessee's principal place of business is the principal place of business and chief executive office of Lessee; Lessee does not conduct business under a trade, assumed or fictitious name; Lessee will not change its name or the location of its principal place of business without giving to Lessor at least thirty (30) days prior written notice thereof; and

(h) the Equipment will always be used for business or commercial and not personal purposes.

Lessee's representations and warranties shall survive termination or expiration of the Lease.

13. EVENTS OF DEFAULT. LESSOR'S REMEDIES ON DEFAULT.

Each of the following events constitutes an Event of Default hereunder:

(a) Lessee's failure to make any payment of Rent when due under the Lease continuing for a period of ten (10) days and any failure to make any payment of any other amount when due under the Lease continuing for a period of ten (10) days after receipt of written notice of non payment;

(b) Lessee's failure to observe or perform any of its obligations contained in Section 7 hereof continuing for a period of ten (10) days after receipt of written notice of such failure;

(c) any material representation or warranty made by Lessee in the Lease or in any document or certificate furnished in connection herewith shall at any time prove to have been incorrect when made;

(d) any attempt by Lessee, without Lessor's prior written consent, as required pursuant to Section 4 hereof, to assign the Lease, to make any unauthorized sublease of the Equipment, move the Equipment outside the continental United States, or to transfer possession of the Equipment;

(e) Lessee or, if Lessee's obligations are guaranteed by any other party, any Guarantor (A) ceases doing business as a going concern; (B) makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts as they mature or generally fails to pay its debts as they become due; (C) initiates any voluntary bankruptcy or insolvency proceeding; (D) fails to obtain the discharge of any bankruptcy or insolvency proceeding initiated against it by others within thirty (30) days of the date such proceedings were initiated; (E) requests or consents to the appointment of a trustee, custodian or receiver or other officer with similar powers for itself or a substantial part of its property; or (F) a trustee, custodian or receiver or other officer with similar powers is appointed for itself or for a substantial part of its property;

(f) Lessee shall not return the Equipment or shall not return the Equipment in the required condition at the expiration of the Lease or any extension or renewal thereof; or

(g) Lessee voluntarily or involuntarily permits the Equipment to become subject to a lien other than a lien created by Lessor or arising out of claims against Lessor and not related to the lease of the Equipment to Lessee; (i) unless Lessee is diligently contesting in good faith by appropriate proceedings such lien, which proceedings do not include any material danger of the sale, or forfeiture, loss or diminution in value of the Equipment and (ii) such liens are removed prior to the Lease Expiration Date.

(h) Except for transfers to/or mergers with Lessee's partners or affiliates, Lessee, without Lessor's prior written consent, (i) sells or transfers, singly or in a series of related transactions, all or substantially all of its assets other than its rights and obligations under the Lease, or (ii) is a non-surviving party to a merger, consolidation or reorganization, and (iii) Lessee's or the surviving party in a merger, consolidation or reorganization's debt rating, as published by Standard and Poors or any successor publication, falls below BBB- as a result of any of the foregoing transactions; or

(i) Lessee's failure to observe or perform any other material covenant, condition or

agreement to be observed or performed by Lessee under the Lease, continuing for more than thirty (30) days after written notice thereof.

Upon the occurrence of an Event of Default, if such Event of Default is not cured within any cure period specified herein, or if a petition in bankruptcy or for reorganization or similar proceeding is filed by or against Lessee (and, in the case of an involuntary filing, such petition is not dismissed within thirty (30) days of filing), then Lessor may exercise any one or more of the following remedies and any additional rights and remedies permitted by law (none of which shall be exclusive) and shall be entitled to recover all its costs and expenses including attorneys' fees in enforcing its rights and remedies:

(a) Terminate this Lease and recover damages: and/or

(b) Proceed by any lawful means to enforce performance by Lessee of this Lease; and/or

(c) By notice in writing to Lessee, terminate Lessee's right to possession and use of the Equipment, whereupon all right and interest of Lessee in such Equipment shall terminate; thereupon Lessee shall at its expense promptly return such Equipment to Lessor at such place as Lessor shall designate and in the condition required as provided in Section 11 of the Master Lease; or if Lessee does not so promptly return the Equipment on demand, Lessor may enter upon any premises where the Equipment may be located and take possession of such Equipment free from any right of Lessee; and/or

(d) Proceed to recover from Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued prior to the date of termination and also to recover forthwith from Lessee (i) as representing actual loss incurred by Lessor, damages for loss of the bargain and not as a penalty, a sum, with respect to each item of Equipment which represents the then present value of all Rent for such Equipment which would otherwise have accrued hereunder from the date of such termination to the end of the Basic Lease Term of this Lease as to such Equipment, such present value basis to be discounted at the Lessor's then current cost of funds, from the respective dates upon which Rents would have been payable hereunder had this Lease not been terminated, and (ii) any damages and expenses, in additions thereto which Lessor shall have sustained by reason of breach of any covenant or covenants of this Lease.

(e) Lease, sell or otherwise dispose of the Equipment to such persons, at such price, rental or other consideration and in for such period as Lessor shall elect. Lessor shall apply the proceeds from such leasing, sale or other disposition, less all costs and expenses incurred in the recovery, repair, storage, renting, sale or disposition of such Equipment (including costs and expenses in connection with any bankruptcy proceeding involving Lessee and/or the Equipment, including relief from stay motions, cash collateral disputes, assumption/rejection motions and disputes concerning any proposed disclosure statement and plan proposed during any such bankruptcy proceeding) toward the payment of Lessee's obligations hereunder. Lessee shall remain liable for any deficiency.

Lessor's failure to exercise or delay in exercising any right, power or remedy available to Lessor shall not constitute a waiver or otherwise affect or impair its rights to the future exercise of any such right, power or remedy. Waiver of any Event of Default shall not be a waiver of any other or subsequent Events of Default.

14. ASSIGNMENT BY LESSOR.

Lessor may at any time and from time to time sell, transfer or grant liens on the Equipment, and assign, as collateral security or otherwise, its rights in the Lease, in each case subject and subordinate to Lessee's rights thereunder. Lessee acknowledges that Lessor may assign the Lease to a lender in connection with the financing of Lessor's purchase of the Equipment and Lessee agrees, in the event of such assignment, to execute and deliver an acknowledgment letter confirming that Lessor's Lender has (and may exercise either in its own name or in the name of Lessor) all of the rights, privileges and remedies, but none of the obligations, of Lessor under

the Lease; waiving for the benefit of the lender any defense, counterclaim, set-off, abatement, reduction or recoupment that Lessee may have against Lessor; and agreeing to make all payments of Rent and other sums due under the Lease to the lender or as it may direct, confirming the status of the Lease and confirming such other factual matters concerning the Lease as Lessor may request. Lessee acknowledges that any such transaction will not materially change its duty. Lessee also agrees to deliver to lender or other assignee only those documents required to be provided to Lessor under this Master Lease, provided, however, that prior to the delivery of any financial information, the lender or assignee has executed a confidentiality agreement provided by Lessee.

15. ARBITRATION.

In the event that any dispute arises under this Lease, including, without limitation, any claim of default or breach of a covenant or representation hereunder, either party in the case of a dispute, or the claiming party in the case of a claim of default or breach, shall submit the matter for arbitration in Cincinnati, Ohio, by and pursuant to the rules of the American Arbitration Association ("AAA"). The arbitrator who hears the case will be selected by AAA and AAA shall be advised that the parties have agreed in advance that any matter submitted to AAA for resolution shall be heard in a reasonably expeditious manner. The powers of the arbitrator shall expressly include both the right to issue injunctive orders and to order the payment of money damages. The resolution of the matter by arbitration shall be binding upon the parties and judgment upon the award of the arbitrator may be entered in any court of competent jurisdiction. Costs of arbitration and legal fees shall be awarded to a prevailing party; provided, however, that the arbitrator shall have the power to make a different allocation of costs and legal fees whenever it is fair or reasonable to do so as determined by the arbitrator. Notwithstanding anything contained herein to the contrary, this Section shall not be binding upon any lender.

16. MISCELLANEOUS.

Lessor's or Lessee's failure at any time to require strict performance by the other party of any of the provisions or obligations hereof shall not waive or diminish Lessor's or Lessee's right thereafter to demand strict compliance therewith. All notices required hereunder shall be effective upon receipt in writing delivered by hand or by other receipt-acknowledged method of delivery at the address first above written. Lessee will notify Lessor at least thirty (30) days before changing its principal place of business or chief executive office and will, at its expense, promptly sign and deliver to Lessor such documents and assurances (including financing statements) and take such further action as Lessor may reasonably request. Lessor shall not be required to mitigate its damages or modify any rights or remedies stated herein, notwithstanding any rights of Lessee hereunder or under any law, state, rule, regulation or order applicable to Lessor or Lessee. This Lease shall be governed by and construed in accordance with the laws of the state of Ohio as contracts to be fully performed within the state of Ohio, without giving effect to conflicts of law provisions. This Master Lease and each Rental Schedule may be executed in multiple counterparts which when executed by the parties thereto will be binding upon each of the executing parties. Any provision of this Master Lease or the Rental Schedule that is unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such unenforceability without invalidating or diminishing Lessor's rights under the remaining provisions hereof. No term or provision of this Master Lease or the Rental Schedule may be amended, altered, modified, rescinded or waived orally, but only by a separate instrument in writing signed by a duly authorized officer of the party against which enforcement of such amendment, alteration, modification, rescission or waiver is sought. This Master Lease, the Rental Schedule; and each instrument, document, agreement and certificate furnished in connection therewith collectively constitute the complete and exclusive statement of the terms of the agreement between Lessor and Lessee with respect to the, leasing of the Equipment, and cancel and supercede any and all oral or written prior understandings with respect thereto.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Lease to be executed and delivered by their duly authorized representatives as of the date first above written.

LESSOR:
THE EQUIPMENT FUNDING GROUP
A division of Provident Commercial Group, Inc.
By:
Title:
Date:

LESSEE:
KANSAS CITY POWER & LIGHT COMPANY
By:/s/F. L. Branca
Title: President - Power Division
Date: June 18, 2001

Reviewed By Counsel
/s/William H. Koegel

EMPLOYEE APPLIANCE & COMPUTER SALES PROGRAM

Employee Electrical Appliance and Computer Sales Program

If you are in the market for a major electrical appliance or computer, KCPL has a deal for you. Once you have completed six months of service, you can be reimbursed (up to program limits) for those purchases and pay them off on our interest-free payroll deduction plan.

Residential heating and cooling systems may also be purchased through another special program

What is the purpose of this program?

To assist employees with major electrical appliance and computer purchases by offering reimbursement and a convenient payroll deduction repayment process with zero interest.

Who is eligible?

All full-time and part-time active employees who work more than 1,248 hours per year (24 hours per week) and who have completed six months of service are eligible to participate. Business agents are also eligible. Individuals in bankruptcy will not be allowed to participate.

How can you participate?

To participate, simply complete an Employee Electrical Appliance and Computer Sales Program form after purchasing any qualified major electrical appliance or computer. Attach your original receipt and return both to Gail Jones, 1201-14 or see Intranet Access.

Where are forms located?

Employee Electrical Appliance and Computer Sales Program forms can be found on the Employee Information Centers at each work location. If forms are not available, call Abbie Muro at 556-2146 or Gail Jones at 556-2496. Forms are also available through the Intranet under the Human Resources web site.

Where to purchase merchandise?

You have the flexibility of purchasing merchandise anywhere. KCPL does maintain a list of preferred vendors who offer employee discounts, however you are not required to use these vendors in order to participate in the Employee Electrical Appliance and Computer Sales Program.

When can preferred vendors be used?

Preferred vendors can be used at any time. You are eligible for a discount even if you do not utilize the program.

Administration

The Benefits Administration Department in Human Resources administers the Employee Electrical Appliance and Computer Sales Program. Contact Gail Jones for assistance at 816-556-2496. For Residential Heating & Cooling, contact Deborah Philips at 816-556- 2398.

Intranet Access

Preferred vendor list, payroll deadlines, sales guidelines, qualified equipment lists and remaining loan amounts are available on Human Resources' Intranet web page: Divisional Webs/Human Resources/All About You/Money/Loans.

When will i be reimbursed?

Reimbursements for the amount of purchase will be included on the employee's regular paycheck. The Employee Electrical Appliance and Computer Sales Program form must be submitted to Benefits Administration on or before the 10th and 25th of each month in order to be reimbursed for that specific pay period.

How long before a purchase becomes non-reimbursable?

Receipts for purchases cannot be more than 30 days old.

What is the Maximum available for reimbursement?

Employees with six months to 10 years of service have maximums of \$1,200 available for major electrical

appliance purchase and \$2,300 available for computer purchases. Employees with more than 10 years of service have maximum of \$2,500 available for major electrical appliance purchases and up to \$3,000 available for computer purchases. The minimum amount which can be submitted for reimbursement is \$200.

Are there additional charges?

A 5% handling fee (up to \$115 maximum) is added to the purchase price. The total purchase price (including handling fee) cannot exceed the maximum amount available for reimbursement.

What is the maximum payment period?

The repayment period allowed is 36 months and the minimum amount is \$25 a month. You can request a specific dollar amount to be deducted, or a shorter length of time as long as it stays within the parameters of the program.

When will deductions begin?

Payments will be deducted from the last paycheck of the month, regardless of when the reimbursement is made.

How can balances be obtained?

Employee balances can be obtained by calling Gail Jones at 816-556-2496 or see Intranet Access.

What happens to the form and original sales receipt after it is received by the Benefits Department?

The Human Resources Coordinator checks the form to ensure it has been completed correctly, signed, dated and that the original receipt has been attached. The form and receipt are sent to the Payroll Department for reimbursement and record keeping. Once the purchase is paid off, or if repairs are needed, the receipt will be returned to the employee.

What will happen if the employee leaves the company?

If employment is terminated for any reason, KCPL will deduct all or part of the remaining unpaid balance from the final paycheck to the extent permitted by law. In the event there is a remaining balance it must be paid in full within thirty 30 days following the termination date.

Upon failure to meet any payment due date, any and all reasonable costs, expenses and attorney fees incurred by KCPL or its collection agency in seeking payment of the unpaid balance will be the employee's responsibility.

Qualified Equipment

Appliances

- Camcorder
- Central Air Conditioner
- Compact Disc Player
- Dishwasher
- Disposal
- Dryer (Electric)
- Freezer
- Home Theater
- Humidifier
- Microwaves
- Ranges (Electric)
(Range Hood if Purchased with Range)
- Refrigerator
- Stoves and Ovens (Electric)
- Television
- Trash Compactor
- Video Cassette Recorder (VCR)
- Washer

Computers

- Fax Machine
- Monitor
- Personal Computer
- Printer
- Scanner

Auxiliary Hardware/Software

- Cables and Cords
- CD-Rom
- Hard Drive
- Memory
- Modem
- Sound Board
- Sound Card
- Speakers
- Software

Delivery charges, set-up charges and extended warranties are not reimbursable under this plan.

EMPLOYEE COMFORT PLUS
(Heat Pump and A/C Financing Program)

As a Kansas City Power & Light employee, you are eligible to receive

ZERO INTEREST FINANCING

for your new residential heat pump or central air conditioning system! Here are some highlights regarding Employee Comfort Plus:

- - Employees requesting financing must have completed six months of employment prior to the equipment's installation
- - Financing approval must be received prior to your installation.
- - Install a new heat pump and receive a rebate for up to \$100 per ton!
- - A five-percent transaction fee will be waived on any heat pump purchase with a SEER of 10 and above or a central air conditioning system with a SEER of 13 and above.
- - Finance up to \$5,000 for a new central air conditioner (depending on SEER).
- - Finance up to \$10,000 for a new heat pump (depending on SEER).
- - If you are a KCPL customer, your new heat pump system may qualify your home for the reduced eight-month winter pricing!
- - The amount financed is deducted monthly from your second paycheck.
- - A certified dealer list is available to assist you in finding the perfect HVAC dealer for your heat pump or air conditioning needs.

Before installing a new heat pump or central air conditioning system in your home, please contact Deborah Phillips at 816-556-2398. Ask her about Employee Comfort Plus.

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS
FOR DEPRECIATION, AMORTIZATION AND DEPLETION

Line No.	Classification (a)	Total (b)	Electric (c)
1	UTILITY PLANT		
2	In Service		
3	Plant in Service (Classified)	4,324,791,535	4,324,791,535
4	Property Under Capital Leases	2,460,096	2,460,096
5	Plant Purchased or Sold		
6	Completed Construction not Classified		
7	Experimental Plant Unclassified		
8	TOTAL (3 thru 7)	4,327,251,631	4,327,251,631
9	Leased to Others		
10	Held for Future Use	5,211,966	5,211,966
11	Construction Work in Progress	51,264,912	51,264,912
12	Acquisition Adjustments		
13	TOTAL Utility Plant (8 thru 12)	4,383,728,509	4,383,728,509
14	Accum. Prov. for Depr., Amort., & Depl.	1,793,785,998	1,793,785,998
15	Net Utility Plant (13 less 14)	2,589,942,511	2,589,942,511
16	DETAIL OF ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION		
17	In Service:		
18	Depreciation	1,753,362,231	1,753,362,231
19	Amort. and Depl. of Producing Natural Gas Land and Land Rights		
20	Amort. of Underground Storage Land and Land Rights		
21	Amort. of Other Utility Plant	40,423,767	40,423,767
22	TOTAL in Service (18 thru 21)	1,793,785,998	1,793,785,998
23	Leased to Others		
24	Depreciation		
25	Amortization and Depletion		
26	TOTAL Leased to Others (24 and 25)		
27	Held for Future Use		
28	Depreciation		
29	Amortization		
30	TOTAL Held for Future Use (28 and 29)		
31	Abandonment of Leases (Natural Gas)		
32	Amort. of Plant Acquisition Adjustment		
33	TOTAL Accumulated Provisions (equals 14) (22, 26, 30, 31, 32)	1,793,785,998	1,793,785,998

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

NUCLEAR FUEL MATERIALS (Accounts 120.1 through 120.6 and 157)

1. Report below the costs incurred for nuclear fuel materials in process of fabrication, on hand, in reactor, and in cooling; owned by the respondent.
2. If the nuclear fuel stock is obtained under leasing arrangements, attach a statement showing the amount of nuclear fuel leased, the quantity used and quantity on hand, and the costs incurred under such leasing arrangements.

Line No.	Description of Item (a)	Balance Beginning of Year (b)	Changes During Year Additions (c)
1	Nuclear Fuel in Process of Refinement, Conversion, Enrichment & Fabrication (120.1)		
2	Fabrication		
3	Nuclear Materials		19,440,776
4	Allowance for Funds Used during Construction	985	133,760
5	Other Overhead Construction Costs	67,092	327,681
6	SUBTOTAL (Enter Total of lines 2 thru 5)	68,077	
7	Nuclear Fuel Materials and Assemblies		
8	In Stock (120.2)		
9	In Reactor (120.3)	49,812,895	
10	SUBTOTAL (Enter Total of lines 8 and 9)	49,812,895	
11	Spent Nuclear Fuel (120.4)	91,088,296	
12	Nuclear Fuel Under Capital Leases (120.6)		
13	(Less) Accum. Prov. for Amortization of Nuclear Fuel Assemblies (120.5)	110,013,527	
14	TOTAL Nuclear Fuel Stock (Enter Total		

lines 6, 10, 11 and 12 less line 13) 30,955,741
15 Estimated Net Salvage Value of Nuclear
Materials in line 9
16 Estimated Net Salvage Value of Nuclear
Materials in line 11
17 Estimated Net Salvage Value of Nuclear
Materials in Chemical Processing
18 Nuclear Materials Held for Sale (157)
19 Uranium
20 Plutonium
21 Other
22 TOTAL Nuclear Materials Held for Sale
(Enter Total of lines 19, 20 and 21)

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

NUCLEAR FUEL MATERIALS (Accounts 120.1 through 120.6 and 157) (Continued)

Amortization (d)	Changes During the Year Other Reductions (Explain in a footnote) (e)	Balance End of Year (f)	Line No.
			1
			2
		19,440,776	3
		134,745	4
		394,773	5
		19,970,294	6
			7
			8
		49,812,895	9
		49,812,895	10
		91,088,296	11
			12
			13
(17,087,310)		127,100,837	14
			15
		33,770,648	16
			17
			18
			19
			20
			21
			22

Name of Respondent This Report is: Date of Report Year of Report
 Kansas City Power & (1) X An Original (Mo, Da, Yr)
 Light Company (2) A Resubmission 4/30/2002 Dec. 31, 2001

ELECTRIC PLANT IN SERVICE (Accounts 101, 102, 103, and 106)

1. Report below the original cost of electric plant in service according to the prescribed accounts.
2. In addition to Account 101, Electric Plant in Service (Classified), this page and the next include Account 102, Electric Plant Purchased or Sold; Account 103, Experimental Electric Plant Unclassified; and Account 106, Completed Construction Not Classified - Electric.
3. Include in column (c) or (d), as appropriate, corrections of additions and retirements for the current or preceding year.
4. Enclose in parentheses credit adjustments of plant accounts to indicate the negative effect of such accounts.
5. Classify Account 106 according to prescribed accounts, on an estimated basis if necessary, and include the entries in column (c). Also to be included in column (c) are entries for reversals of tentative distributions of prior year reported in column (b). Likewise, if the respondent has a significant amount of plant retirements which have not been classified to primary accounts at the end of the year, include in column (d) a tentative distribution of such retirements, on an estimated basis, with appropriate contra entry to the account for accumulated depreciation provision. Include also in column (d) reversals of tentative distributions of prior year of unclassified retirements. Show in a footnote the account distributions of these tentative classifications in columns (c) and (d), including the reversals of the prior years

Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)
1	1. INTANGIBLE PLANT		
2	(301) Organization	72,186	
3	(302) Franchises and Consents	22,937	
4	(303) Miscellaneous Intangible Plant	72,948,750	8,339,720
5	TOTAL Intangible Plant (Enter Total of lines 2, 3, and 4)	73,043,873	8,339,720
6	2. PRODUCTION PLANT		
7	A. Steam Production Plant		
8	(310) Land and Land Rights	8,397,836	256,033
9	(311) Structures and Improvements	76,208,658	14,652,256
10	(312) Boiler Plant Equipment	512,654,843	285,118,156
11	(313) Engines and Engine-Driven Generators		
12	(314) Turbogenerator Units	147,079,376	43,687,824
13	(315) Accessory Electric Equipment	74,789,198	23,393,365
14	(316) Misc. Power Plant Equipment	19,104,493	3,913,831
15	TOTAL Steam Production Plant (Enter Total of lines 8 thru 14)	838,234,404	371,021,465
16	B. Nuclear Production Plant		
17	(320) Land and Land Rights	3,411,585	
18	(321) Structures and Improvements	416,898,859	1,143,260
19	(322) Reactor Plant Equipment	541,126,963	915,938
20	(323) Turbogenerator Units	170,969,810	444,914
21	(324) Accessory Electric Equipment	138,113,528	281,092
22	(325) Misc. Power Plant Equipment	61,694,400	1,274,897
23	TOTAL Nuclear Production Plant (Enter Total of lines 17 thru 22)	1,332,215,145	4,060,101
24	C. Hydraulic Production Plant		
25	(330) Land and Land Rights		
26	(331) Structures and Improvements		
27	(332) Reservoirs, Dams, and Waterways		
28	(333) Water Wheels, Turbines, and Generators		
29	(334) Accessory Electric Equipment		
30	(335) Misc. Power Plant Equipment		
31	(336) Roads, Railroads, and Bridges		
32	TOTAL Hydraulic Production Plant (Enter Total of lines 25 thru 31)		
33	D. Other Production Plant		
34	(340) Land and Land Rights	136,550	
35	(341) Structures and Improvements		898,894
36	(342) Fuel Holders, Products, and Accessories	1,159,002	4,508,008
37	(343) Prime Movers		
38	(344) Generators	88,680,007	33,674,241
39	(345) Accessory Electric Equipment	5,137,094	3,318,812

Name of Respondent This Report is: Date of Report Year of Report
 Kansas City Power & (1) X An Original (Mo, Da, Yr)
 Light Company (2) A Resubmission 4/30/2002 Dec. 31, 2001

ELECTRIC PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)

tentative account distributions of these amounts. Careful observance of the above instructions and the texts of Accounts 101 and 106 will avoid serious omissions of the reported amount of respondent's plant actually in service at end of year.

6. Show in column (f) reclassifications or transfers within utility plant accounts. Include also in column (f) the additions or reductions of primary account classifications arising from distribution of amounts initially recorded in Account 102. In showing the clearance of Account 102, include in column (e) the amounts with respect to accumulated provision for depreciation, acquisition adjustments, etc., and show in column (f) only the offset to the debits or credits distributed in column (f) to primary account classifications.

7. For Account 399, state the nature and use of plant included in this account and if substantial in amount submit a supplementary statement showing subaccount classification of such plant conforming to the requirements of these pages.

8. For each amount comprising the reported balance and changes in Account 102, state the property purchased or sold, name of vendor or purchaser, and date of transaction. If proposed journal entries have been filed with the Commission as required by the Uniform System of Accounts, give also date of such filing.

Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)	Line No.
				1
			72,186 (301)	2
			22,937 (302)	3
75,795			81,212,675 (303)	4
75,795			81,307,798	5
				6
				7
		1	8,653,870 (310)	8
817		909,586	91,769,683 (311)	9
878,416		(7,043,639)	789,850,944 (312)	10
				11
1,109,104		3,960,038	193,618,134 (314)	12
7,209,799		2,010,392	92,983,156 (315)	13
66,204		156,655	23,108,775 (316)	14
9,264,340		(6,967)	1,199,984,562	15
				16
			3,411,585 (320)	17
(392,160)		(1)	418,434,278 (321)	18
(18,236)			542,061,137 (322)	19
(259,212)			171,673,936 (323)	20
(1,257,698)			139,652,318 (324)	21
(1,091,567)		(1)	64,060,863 (325)	22
(3,018,873)		(2)	1,339,294,117	23
				24
			(330)	25
			(331)	26
			(332)	27
			(333)	28
			(334)	29
			(335)	30
			(336)	31
				32
				33
			136,550 (340)	34
			898,894 (341)	35
			5,667,010 (342)	36
				37
218,803		(85,175)	122,050,270 (344)	38
		92,145	8,548,051 (345)	39

Name of Respondent This Report is: Date of Report Year of Report
 Kansas City Power & (1) X An Original (Mo, Da, Yr)
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ELECTRIC PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)

Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)
40	(346) Misc. Power Plant Equipment		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)	95,112,653	42,399,955
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32 and 41)	2,265,562,202	417,481,521
43	3. TRANSMISSION PLANT		
44	(350) Land and Land Rights	21,268,393	694,899
45	(352) Structures and Improvements	3,160,763	413,400
46	(353) Station Equipment	69,775,748	8,703,575
47	(354) Towers and Fixtures	4,029,692	
48	(355) Poles and Fixtures	70,516,991	2,401,972
49	(356) Overhead Conductors and Devices	58,193,641	659,258
50	(357) Underground Conduit	3,080,287	
51	(358) Underground Conduitors and Devices	2,822,719	
52	(359) Roads and Trails		
53	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	232,848,234	12,873,104
54	4. DISTRIBUTION PLANT		
55	(360) Land and Land Rights	19,104,256	470,706
56	(361) Structures and Improvements	7,164,314	323,898
57	(362) Station Equipment	136,702,840	12,955,467
58	(363) Storage Battery Equipment		
59	(364) Poles, Towers, and Fixtures	159,730,517	11,417,804
60	(365) Overhead Conductors and Devices	139,739,454	8,453,000
61	(366) Underground Conduit	95,491,435	4,180,368
62	(367) Underground Conduitors and Devices	210,117,410	13,988,622
63	(368) Line Transformers	171,383,768	8,409,072
64	(369) Services	72,854,287	5,828,546
65	(370) Meters	64,593,890	1,533,461
66	(371) Installations on Customer Premises	7,549,893	655,456
67	(372) Leased Property on Customer Premises		
68	(373) Street Lighting and Signal Systems	28,613,962	1,717,769
69	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)	1,113,046,026	69,934,169
70	5. GENERAL PLANT		
71	(389) Land and Land Rights	1,729,738	
72	(390) Structures and Improvements	45,588,605	621,373
73	(391) Office Furniture and Equipment	9,599,743	824,220
74	(392) Transportation Equipment	534,374	
75	(393) Stores Equipment	600,318	1,870
76	(394) Tools, Shop and Garage Equipment	2,645,487	80,656
77	(395) Laboratory Equipment	4,458,753	(438,357)
78	(396) Power Operated Equipment	604,334	
79	(397) Communication Equipment	74,363,582	3,430,340
80	(398) Miscellaneous Equipment	256,113	10,670
81	SUBTOTAL(Enter Total of lines 71 thru 80)	140,381,047	4,530,772
82	(399) Other Tangible Property		
83	TOTAL General Plant (Enter Total of lines 81 and 82)	140,381,047	4,530,772
84	TOTAL (Accounts 101 and 106)	3,824,881,382	513,159,286
85	(102) Electric Plant Purchased (See Instr. 8)		
86	(Less) (102) Electric Plant Sold (See Instr. 8)		
87	(103) Experimental Plant Unclassified		
88	TOTAL Electric Plant in Service (Enter Total of Lines 84 thru 87)	3,824,881,382	513,159,286

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ELECTRIC PLANT IN SERVICE (Accounts 101, 102, 103, and 106) (Continued)

Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)	Line No.
			(346)	40
218,803		6,970	137,300,775	41
6,464,270		1	2,676,579,454	42
				43
21,320			21,941,972 (350)	44
			3,574,163 (352)	45
50,524		67,750	78,496,549 (353)	46
			4,029,692 (354)	47
553,780		(72,657)	72,292,526 (355)	48
277,816		(60,628)	58,514,455 (356)	49
			3,080,287 (357)	50
		(1)	2,822,718 (358)	51
			(359)	52
903,440		(65,536)	244,752,362	53
				54
12,016		70,583	19,633,529 (360)	55
63,007		137,611	7,562,816 (361)	56
1,405,220		1,034,331	149,287,418 (362)	57
			(363)	58
487,426		1	170,660,896 (364)	59
521,827		1,303	147,671,930 (365)	60
109,565			99,562,238 (366)	61
277,911		(969,496)	222,858,625 (367)	62
247,558			179,545,282 (368)	63
7,700			78,675,133 (369)	64
259,231		(1)	65,868,119 (370)	65
10,808		452	8,194,993 (371)	66
			(372)	67
113,948		(1,054)	30,216,729 (373)	68
3,516,217		273,730	1,179,737,708	69
				70
			1,729,738 (389)	71
17,874		1	46,192,105 (390)	72
		1	10,423,964 (391)	73
27,124			507,250 (392)	74
			602,188 (393)	75
			2,726,143 (394)	76
			4,020,396 (395)	77
27,393			576,941 (396)	78
2,424,595		(1)	75,369,326 (397)	79
620		(1)	266,162 (398)	80
2,497,606			142,414,213	81
			(399)	82
2,497,606			142,414,213	83
13,457,328		208,195	4,324,791,535	84
			(102)	85
				86
			(103)	87
13,457,328		208,195	4,324,791,535	88

Name of Respondent	This Report is:	Date of Report	Year of Report
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ELECTRIC PLANT HELD FOR FUTURE USE (Account 105)

1. Report separately each property held for future use at end of the year having an original cost of \$250,000 or more. Group other items of property held for future use.
2. For property having an original cost of \$250,000 or more previously used in utility operations, now held for future use, give in column (a), in addition to other required information, the date that utility use of such property was discontinued, and the date the original cost was transferred to Account 105.

Line No.	Description and Location Of Property (a)	Date Originally included in this Account (b)	Date Expected to be Used in Utility Service (c)	Balance at End of Year (d)
1	Land and Rights:			
2	Easements for Iatan to Nashua 345			
3	KV Line in Platte Co., Missouri	1992	(1)	92,089
4				
5	Land for Hawthorn Ash Pond Expansion			
6	in Jackson Co., Missouri	1996	(1)	3,280,131
7				
8	Site of future Ash Pond at Iatan			
9	Station in Platte Co. , Missouri	1998	(1)	502,529
10				
11	Engineering costs for future			
12	development of Iatan 2	1999	(1)	371,201
13				
14	Engineering for future bridge project			
15	over the Missouri river at Iatan			
16	Station	2001	(1)	326,214
17				
18	Other Property:			
19	Property with original cost of less			
20	than \$250,000			
21	(8 items)		(1)	639,802
22				
23				
24				
25				
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47	TOTAL			5,211,966

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CONSTRUCTION WORK IN PROGRESS-ELECTRIC (Account 107)

- | | |
|--|---|
| 1. Report below descriptions and balances at end of year of projects in process of construction (107). | Uniform System of Accounts). |
| 2. Show items relating to "research, development, and demonstration" projects last, under a caption Research, Development, and Demonstration (see Account 107 of the | 3. Minor projects (5% of the Balance End of the Year for Account 107 or \$100,000, whichever is less) may be grouped. |

Line No.	Description of Project (a)	Construction Work in Progress - Electric (Account 107) (b)
1	Hawthorn Station - Unit 8 Combustion Turbine Late Charges	111,398
2	Hawthorn Station - Fuel Yard Replacement - Unit 5	11,175,513
3	Hawthorn Station - Facilities Upgrade	186,616
4	Hawthorn Station - Common Roof & Drain Replacement	407,304
5	Hawthorn Station - Unit 9 Gas Cross Tie	206,029
6	Hawthorn Station - Unit 5 Turbine Deck Enclosure	918,215
7	Hawthorn Station - Cathodic Protection	289,023
8	Hawthorn Station - Unit 5 Ash Landfill Design	468,413
9	LaCygne Station - Unit 1 On Line Carbon Ash Analyzer	105,406
10	LaCygne Station - Unit 1 Air Quality Control Tank Drain Pump Replacement	129,418
11	Iatan Station - High Pressure Feedwater Heater Replacement	889,652
12	Iatan Station - Demineralizer Control Replacement	120,376
13	Iatan Station - Unit 1 Digital Control System Addition	5,186,877
14	Iatan Station - Main Transformer Oil Cooling System Replacement	140,817
15	LaCygne Station - Unit 1 Induced Draft Fan Inlet Ductwork Replacement	726,094
16	Wolf Creek - Outage Portion on Condensate Demineralizer System Upgrade	273,783
17	Wolf Creek - Distributed Control System to Digital	176,885
18	Wolf Creek - Four 18" Valve Replacements - EGHV0015/16/53/54	132,094
19	Wolf Creek - NPIS Hardware/Software Upgrade	976,131
20	Wolf Creek - Training Facility at Post 21	1,592,728
21	Wolf Creek - Skills Training Center Mock-Ups	121,583
22	Wolf Creek - RCP Shaft Replacement	497,875
23	Wolf Creek - Miscellaneous Projects under \$100,000	1,091,033
24	Montrose Station - Boiler Feed Pump Runner Assembly Replacement	147,855
25	345 KV Line #11 - Hawthorn to St. Joseph Line Panels	104,554
26	345 KV System Storm Dead-end Installation	286,745
27	Build New 161 KV Transmission Line - Hawthorn to Leeds	322,615
28	Build New 161 KV Transmission Line - Miami to Existing Lines	378,939
29	Install three Reactors - Guinotte Terminal Substation	121,865
30	Leeds Line Termination to Hawthorn Substation #96	148,932
31	Replacement of 161 KV Lightning Arresters at Transmission Substations	155,043
32	Replacement of Disconnect Switches at Transmission Substations	248,648
33	Reconductor 161 KV Transmission Line - Southtown to Bendix	249,296
34	Cut in 161 KV - Craig to Pflumm to Overland Park	373,258
35	Install third transformer 161 KV - 34 KV Ottawa Substation	778,447
36	161 KV Pole Replacement - Maywood to Weatherby	148,992
37	Build Miami Substation	754,167
38	Build New Circuit from Centennial Substation	117,097
39	Hawthorn Line Termination to Leeds Substation #61	194,608
40	Build New Chouteau Substation	1,384,812
41	Build New Circuit from Barry Substation	404,273
42	Install Switchgear and Three Circuits at Kenilworth Substation	266,793
43	TOTAL	51,264,912

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CONSTRUCTION WORK IN PROGRESS-ELECTRIC (Account 107)

1. Report below descriptions and balances at end of year of projects in process of construction (107).
2. Show items relating to "research, development, and demonstration" projects last, under a caption Research, Development, and Demonstration (see Account 107 of the Uniform System of Accounts).
3. Minor projects (5% of the Balance End of the Year for Account 107 or \$100,000, whichever is less) may be grouped.

Line No.	Description of Project (a)	Construction Work in Progress - Electric (Account 107) (b)
1	Install Transformer, Switchgear, and Circuit at Olathe Substation	551,297
2	Install New Circuit from Murlen Substation	476,533
3	Install Transformer, Switchgear, and Circuit at Murlen Substation	139,618
4	Install Transformer, Switchgear and Circuits at Redel Substation	455,126
5	Distribution Facilities Management Software (DFMS)	114,097
6	Replacement of 161 KV Lightning Arresters at Distribution Substations	148,888
7	Replace Type U bushings in Distribution Substations	889,541
8	Fleet Fuel Management System	158,786
9	Company Security Upgrades	137,757
10	Remote Terminal Unit (RTU) Gateway for Energy Management System (EMS)	416,678
11	Add-In Sites for New 900 MHz Radios	148,777
12	Purchase Backup Generators - East District	121,589
13	Power Production - Project Management Software System (CMMS)	305,877
14	Account Link Software	164,956
15	Energy Management System Common Information Model (CIM) Project	101,733
16	Customer Information System (CIS) Plus Enhancements	931,703
17	Energy Management Backup System	113,074
18	Install PeopleSoft Release 8.0	615,440
19	Redesign Information Technology Help Desk	103,876
20	Energy Management System Security	203,161
21	Data Warehouse Software	158,662
22	Miscellaneous Projects under \$100,000	12,297,541
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43	TOTAL	51,264,912

Name of Respondent	This Report is:	Date of Report	Year of Report
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CONSTRUCTION OVERHEADS-ELECTRIC

1. List in column (a) the kinds of overheads according to the titles used by the respondent. Charges for outside professional services for engineering fees and management or supervision fees capitalized should be shown as separate items.

2. On page 218 furnish information concerning construction overheads.

3. A respondent should not report "none" to this page if no overhead apportionments are made, but rather should explain on page 218 the accounting procedures employed and the amounts of engineering, supervision and administrative costs, etc., which are directly charged to construction.

4. Enter on this page engineering, supervision, administrative, and allowance for funds used during construction, etc., which are first assigned to a blanket work order and then prorated to construction jobs.

Line No.	Description of Overhead (a)	Total Amount Charged for the Year (b)
1		
2	Administrative and General Expense Capitalized	2,656,024
3		
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46	TOTAL	2,656,024

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GENERAL DESCRIPTION OF CONSTRUCTION OVERHEAD PROCEDURE

1. For each construction overhead explain: (a) the nature and extent of work, etc., the overhead charges are intended to cover, (b) the general procedure for determining the amount capitalized, (c) the method of distribution to construction jobs, (d) whether different rates are applied to different types of construction, (e) basis of differentiation in rates for different types of construction, and (f) whether the overhead is directly or indirectly assigned.

2. Show below the computation of allowance for funds used during construction rates, in accordance with the provisions of Electric Plant instructions 3 (17) of the U.S. of A.

3. Where a net-of-tax rate for borrowed funds is used, show the appropriate tax effect adjustment to the computations below in a manner that clearly indicates the amount of reduction in the gross rate for tax effects.

COMPUTATION OF ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION RATES

For line 1(5), column (d) below, enter the rate granted in the last rate proceeding. If such is not available, use the average rate earned during the preceding three years.

1. Components of Formula

(Derived from actual book balances and actual cost rates):

Line No.	Title (a)	Amount (b)	Capitalization Ratio (Percent) (c)	Cost Rate Percentage (d)
(1)	Average Short-Term Debt & Computation of Allowance text	S 74,962,746		
(2)	Short-Term Interest			s 3.79
(3)	Long-Term Debt	D 1,310,607,919	63.78	d 5.83
(4)	Preferred Stock	P		p
(5)	Common Equity	C 744,382,998	36.22	c 12.50
(6)	Total Capitalization	2,054,990,917	100.00	100%
(7)	Average Construction Work in Progress Balance	W 203,518,422		

2. Gross Rate for Borrowed Funds

$$s \left(\frac{S}{W} \right) + d \left(\frac{D}{D+P+C} \right) (1 - \frac{S}{W}) = 3.78$$

3. Rate for Other Funds

$$[1 - \frac{S}{W}] [p \left(\frac{P}{D+P+C} \right) + c \left(\frac{C}{D+P+C} \right)] = 1.27$$

4. Weighted Average Rate Actually Used for the Year:

a. Rate for Borrowed Funds - 4.89
 b. Rate for Other Funds - 1.92

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ACCUMULATED PROVISION FOR DEPRECIATION OF ELECTRIC UTILITY PLANT (Account 108)

1. Explain in a footnote any important adjustments during the year.
2. Explain in a footnote any difference between the amount for book cost of plant retired, line 11, column (c), and that reported for electric plant in service, pages 204-207, column (d), excluding retirements of non-depreciable property.
3. The provisions of Account 108 in the Uniform System of Accounts require that retirements of depreciable plant be recorded when such plant is removed from service. If the respondent has a significant amount of plant retired at year end which has not been recorded and/or classified to the various reserve functional classifications, make preliminary closing entries to tentatively functionalize the book cost of the plant retired. In addition, include all costs included in retirement work in progress at year end in the appropriate functional classifications.
4. Show separately interest credits under a sinking fund or similar method of depreciation accounting.

Section A. Balances and Changes During Year

Line No.	Item (a)	Total (c+d+e) (b)	Electric Plant in Service (c)	Electric Plant Held for Future Use (d)	Electric Plant Leased to Others (e)
1	Balance Beginning of Year	1,616,874,463	1,616,874,463		
2	Depreciation Provisions for Year, Charged to				
3	(403) Depreciation Expense	124,159,525	124,159,525		
4	(413) Exp. of Elec. Plt. Leas. to Others				
5	Transportation Expenses-Clearing				
6	Other Clearing Accounts	33,612	33,612		
7	Other Accounts (Specify):				
8					
9	TOTAL Deprec. Prov. for Year (Enter Total of lines 3 thru 8)	124,193,137	124,193,137		
10	Net Charges for Plant Retired:				
11	Book Cost of Plant Retired	13,367,935	13,367,935		
12	Cost of Removal	1,601,489	1,601,489		
13	Salvage (Credit)	4,024,153	4,024,153		
14	TOTAL Net Chrgs. for Plant Ret. (Enter Total of lines 11 thru 13)	10,945,271	10,945,271		
15	Other Debit or Credit Items (Describe):	(5,490)	(5,490)		
16	Other Changes for Retirement Work in Pro	23,245,392	23,245,392		
17	Balance End of Year (Enter Total of lines 1, 9, 14, 15, and 16)	1,753,362,231	1,753,362,231		
	Section B. Balances at End of Year According to Functional Classifications				
18	Steam Production	599,660,130	599,660,130		
19	Nuclear Production	539,606,093	539,606,093		
20	Hydraulic Production - Conventional				
21	Hydraulic Production - Pumped Storage				
22	Other Production	46,907,145	46,907,145		
23	Transmission	108,515,401	108,515,401		
24	Distribution	410,777,170	410,777,170		
25	General	47,896,292	47,896,292		
26	TOTAL (Enter Total of lines 18 thru 25)	1,753,362,231	1,753,362,231		

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NONUTILITY PROPERTY (Account 121)

1. Give a brief description and state the location of Nonutility property included in Account 121.
2. Designate with a double asterisk any property which is Leased to another company. State name of Lessee and whether Lessee is an associated company.
3. Furnish particulars (details) concerning sales, purchases, or transfers of Nonutility Property during the Year.
4. List separately all property previously devoted to public service and give date of transfer to Account 121, Nonutility Property.
5. Minor Items (5% of the Balance at the End of the Year), for Account 121 or \$100,000, whichever is Less) may be-grouped by (1) previously devoted to public service (Line 44), or (2) Nonutility property (line 45).

Line No.	Description and Location (a)	Balance of Beginning of Year (b)	Purchases, Sales, Transfers, etc. (c)	Balance at End of Year (d)
1	Never devoted to Public Service:			
2				
3	Vacant land, near 16th & Bellview, Kansas City, MO.			
4	Originally purchased for Terrace Substation	180,838		180,838
5				
6	Vacant Land, Northland Service Center, Baughamm & Barry			
7	Road in Clay Co., MO to A/C 121 in 1992.	249,238		249,238
8				
9	Vacant Land, Southland Service Center, 199th & Metcalf,			
10	in Johnson Co., KS to A/C 121 in 1992.	649,225		649,225
11				
12	Previously devoted to Public Service:			
13				
14	Former indoor substation, 3035 McGee, Kansas City, MO.,			
15	to A/C 121 in 1985.	3,000		3,000
16				
17	Vacant land, former Gardner Sub. #37 Johnson Co.,			
18	Gardner, Kansas, to A/C 121 in 1987.	100,778		100,778
19				
20	Parking lot, 1312-16 Baltimore, located North of 1330			
21	Baltimore, Kansas City, MO., to A/C 121 in 1992.	383,550		383,550
22				
23	Wyandotte Garage, 1319 Wyandotte, Kansas City, MO.,			
24	to A/C 121 in 1992.	48,544		48,544
25				
26	Building, 121 West 14th, Kansas City, MO., to A/C 121			
27	in 1992.	774,507		774,507
28				
29	Parking Lot, 1414 Baltimore, Kansas City, MO.,			
30	to A/C 121 in 1992.	172,104		172,104
31				
32	Parking Lot, 1411 Wyandotte, Kansas City, MO.,			
33	to A/C 121 in 1992.	119,284		119,284
34				
35	Former Troost Office, 4125 Troost, Kansas City, MO.,			
36	to A/C 121 in 1995.	510,635		510,635
37				
38				
39	Non-Utility Property-KCPL Worry Free Program	18,221		18,221
40	Non-Utility Property-KCPL Meter Treater Program	1,453,188	298,877	1,752,065
41				
42	Minor Items Previously Devoted to Public Service			
43	(22 Items)	208,241		208,241
44	Minor Item Previously Devoted to Public Service			
45	Minor Items-Other Nonutility Property	210,577		210,577
46	TOTAL	5,081,930	298,877	5,380,807

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INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1)

1. Report below investments in Accounts 123.1, investments in Subsidiary Companies.
2. Provide a subheading for each company and List there under the information called for below. Sub-TOTAL by company and give a TOTAL in columns (e), (f), (g), and (h) (a) Investment in Securities-List and describe each security owned. For bonds give also principal amount, date of issue, maturity and interest rate. (b) Investment Advances - Report separately the amounts of loans or investment advances which are subject to repayment, but which are not subject to current settlement. With respect to each advance show whether the advance is a note or open account. List each note giving date of issuance, maturity date, and specifying whether note is a renewal.
3. Report separately the equity in undistributed subsidiary earnings since acquisition. The TOTAL in column (e) should equal the amount entered for Account 418.1.

Line No.	Description of Investment	Date Acquired (a)	Date of Maturity (c)	Amount of Investment at Beginning of Year (d)
1	WYMO Fuels Inc.			
2				
3	SHARES	AMOUNT		
4	795	795,000	09/13/76	
5	100	100,000	02/10/77	
6	1,100	1,100,000	06/01/77	
7	1,220	1,200,000	07/21/77	
8	100	100,000	01/24/78	
9	1,700	1,700,000	05/31/78	
10	300	300,000	05/08/78	
11	130	130,000	02/14/79	
12	2,400	2,400,000	06/01/79	
13	200	200,000	11/09/79	
14	400	400,000	12/31/79	
15	366	366,000	02/20/80	
16	1,550	1,550,000	05/22/80	
17	25	25,000	06/20/80	
18	200	200,000	08/12/80	
19	100	100,000	11/04/80	
20	210	210,000	11/17/80	
21	150	150,000	02/28/81	
22	1,925	1,925,000	06/01/81	
23	275	275,000	09/01/81	
24	200	200,000	12/01/81	
25	175	175,000	02/10/82	
26	1,800	1,800,000	05/25/82	
27	125	125,000	10/04/82	
28	75	75,000	02/17/83	
29	100	100,000	08/03/83	
30	50	50,000	12/21/83	
31	50	50,000	06/20/84	
32	25	25,000	02/01/85	
33	25	25,000	10/02/85	
34	25	25,000	01/27/86	
35	35	35,000	01/14/87	
36				
37	15931	15,931,000		15,931,000
38	Proceeds from the sale of Subsidiary			
39	Unappropriated undistributed			
40	loss since acquisition (WYMO)			(15,127,519)
41	Subtotal			803,481
42	Total Cost of Account 123.1 \$	46,902,140	TOTAL	239,792,202

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1) (Continued)

4. For any securities, notes, or accounts that were pledged designate such securities, notes, or accounts in a footnote, and state the name of pledgee and purposes of the pledge.
5. If Commission approval was required for any advance made or security acquired, designate such fact in a footnote and give name of Commission.
6. Report column (f) interest and dividend revenues from investments, including such revenues from securities disposed of during the year.
7. In column (h) report for each investment disposed of during the year, the gain or loss represented by the difference between cost of the investment (or the other amount at which carried in the books of account if difference from cost) and the selling price thereof, not including interest adjustment includible in column (f).
8. Report on Line 42, column (a) the TOTAL cost of Account 123.1

Equity in Subsidiary Earnings of Year (e)	Revenues for Year (f)	Amount of Investment at End of Year (g)	Gain or Loss from from Investment Disposes of (h)	Line No.
				1
				2
				3
				4
				5
				6
				7
				8
				9
				10
				11
				12
				13
				14
				15
				16
				17
				18
				19
				20
				21
				22
				23
				24
				25
				26
				27
				28
				29
				30
				31
				32
				33
				34
				35
				36
		15,931,000		37
		(1,117,992)		38
				39
314,511		(14,813,008)		40
314,511		0.00		41
22,062,201		23,319,490		42

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1)

1. Report below investments in Accounts 123.1, investments in Subsidiary Companies.
2. Provide a subheading for each company and List there under the information called for below. Sub-TOTAL by company and give a TOTAL in columns (e), (f), (g), and (h) (a) Investment in Securities-List and describe each security owned. For bonds give also principal amount, date of issue, maturity and interest rate. (b) Investment Advances - Report separately the amounts of loans or investment advances which are subject to repayment, but which are not subject to current settlement. With respect to each advance show whether the advance is a note or open account. List each note giving date of issuance, maturity date, and specifying whether note is a renewal.
3. Report separately the equity in undistributed subsidiary earnings since acquisition. The TOTAL in column (e) should equal the amount entered for Account 418.1.

Line No.	Description of Investment	Date Acquired	Date of Maturity	Amount of Investment at the Beginning of Year
	(a)	(b)	(c)	(d)
1	KLT, Inc.			
2				
3	SHARES	AMOUNT		
4	1,500	1,500,000	12/04/92	
5	2,000	2,000,000	01/15/93	
6	1,000	1,000,000	12/29/93	
7	5,000	5,000,000	03/15/94	
8	3,000	3,000,000	05/24/94	
9	10,000	10,000,000	09/27/94	
10	14,000	14,000,000	12/12/94	
11	3,500	3,500,000	08/22/95	
12	1,000	1,000,000	12/04/95	
13	5,000	5,000,000	02/02/96	
14	1,500	1,500,000	06/28/96	
15	3,500	3,500,000	07/01/96	
16	5,000	5,000,000	10/04/96	
17	5,000	5,000,000	10/15/96	
18	12,000	12,000,000	01/02/97	
19	500	500,000	02/11/97	
20	25,500	25,500,000	02/12/97	
21	10,000	10,000,000	06/27/97	
22	10,000	10,000,000	10/10/97	
23	31,000	31,000,000	02/06/01	
24	150,000	150,000,000		119,000,000
25	-----	-----		
26	Equity Dividend to Parent			
27				
28				
29	Income (loss) from subsidiaries			91,633,946
30				
31	Subtotal			210,633,946
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
	Total Cost of Account 123.1 \$	46,902,140	TOTAL	239,792,202

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1) (Continued)

4. For any securities, notes, or accounts that were pledged designate such securities, notes, or accounts in a footnote, and state the name of pledgee and purposes of the pledge.
5. If Commission approval was required for any advance made or security acquired, designate such fact in a footnote and give name of Commission.
6. Report column (f) interest and dividend revenues from investments, including such revenues from securities disposed of during the year.
7. In column (h) report for each investment disposed of during the year, the gain or loss represented by the difference between cost of the investment (or the other amount at which carried in the books of account if difference from cost) and the selling price thereof, not including interest adjustment includible in column (f).
8. Report on Line 42, column (a) the TOTAL cost of Account 123.1

Equity in Subsidiary Earnings of Year (e)	Revenues for Year (f)	Amount of Investment at End of Year (g)	Gain or Loss from Investment Disposed of (h)	Line No.
				1
				2
				3
				4
				5
				6
				7
				8
				9
				10
				11
				12
				13
				14
				15
				16
				17
				18
				19
				20
				21
				22
		150,000,000		23
		(269,331,887)		24
				25
				26
				27
				28
27,697,931		119,331,887		29
				30
27,697,931		0.00		31
				32
				33
				34
				35
				36
				37
				38
				39
				40
				41
22,062,201		23,319,490		42

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1)

- Report below investments in Accounts 123.1, investments in Subsidiary Companies.
- Provide a subheading for each company and List there under the information called for below. Sub-TOTAL by company and give a TOTAL in columns (e), (f), (g), and (h) (a) Investment in Securities-List and describe each security owned. For bonds give also principal amount, date of issue, maturity and interest rate. (b) Investment Advances - Report separately the amounts of loans or investment advances which are subject to repayment, but which are not subject to current settlement. With respect to each advance show whether the advance is a note or open account. List each note giving date of issuance, maturity date, and specifying whether note is a renewal.
- Report separately the equity in undistributed subsidiary earnings since acquisition. The TOTAL in column (e) should equal the amount entered for Account 418.1.

Line No.	Description of Investment	Date Acquired	Date of Maturity	Amount of Investment at the Beginning of Year
	(a)	(b)	(c)	(d)
1				
2				
3				
4	Home Service Solutions Inc.			
5				
6	SHARES	AMOUNT		
7	5,500,000	5,500,000	05/29/98	
8	9,500,000	9,500,000	08/28/98	
9	2,000,000	2,000,000	09/16/98	
10	3,000,000	3,000,000	10/22/98	
11	1,150,158	1,150,158	12/02/98	
12	3,000,000	3,000,000	2/23/99	
13	849,842	849,842	4/30/99	
14	2,000,000	2,000,000	5/12/99	
15	3,000,000	3,000,000	6/29/99	
16	6,500,000	6,500,000	8/24/99	
17	3,000,000	3,000,000	8/26/99	
18	854,934	854,934	10/24/99	
19	940,302	940,302	10/27/99	
20	2,440,498	2,440,498	11/12/99	
21	1,506,406	1,506,406	11/26/99	
22	1,100,000	1,100,000	12/13/99	
23	560,000	560,000	03/08/01	
24				
25	-----	-----		
26	46,902,140	46,902,140		46,342,140
27				
28	Income (loss) from subsidiaries			(17,987,365)
29				
30	Subtotal			28,354,775
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
42	Total Cost of Account 123.1 \$	46,902,140	TOTAL	239,792,202

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1) (Continued)

4. For any securities, notes, or accounts that were pledged designate such securities, notes, or accounts in a footnote, and state the name of pledgee and purposes of the pledge.
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7. In column (h) report for each investment disposed of during the year, the gain or loss represented by the difference between cost of the investment (or the other amount at which carried in the books of account if difference from cost) and the selling price thereof, not including interest adjustment includible in column (f).
8. Report on Line 42, column (a) the TOTAL cost of Account 123.1

Equity in Subsidiary Earnings of Year (e)	Revenues for Year (f)	Amount of Investment at End of Year (g)	Gain or Loss from Investment Disposed of (h)	Line No.
				1
				2
				3
				4
				5
				6
				7
				8
				9
				10
				11
				12
				13
				14
				15
				16
				17
				18
				19
				20
				21
				22
				23
				24
		46,902,140		25
(5,595,285)		(23,582,650)		26
				27
(5,595,285)		23,319,490		28
				29
				30
				31
				32
				33
				34
				35
				36
				37
				38
				39
				40
				41
22,062,201		23,319,490		42

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1)

1. Report below investments in Accounts 123.1, investments in Subsidiary Companies.
2. Provide a subheading for each company and List there under the information called for below. Sub-TOTAL by company and give a TOTAL in columns (e), (f), (g), and (h) (a) Investment in Securities-List and describe each security owned. For bonds give also principal amount, date of issue, maturity and interest rate. (b) Investment Advances - Report separately the amounts of loans or investment advances which are subject to repayment, but which are not subject to current settlement. With respect to each advance show whether the advance is a note or open account. List each note giving date of issuance, maturity date, and specifying whether note is a renewal.
3. Report separately the equity in undistributed subsidiary earnings since acquisition. The TOTAL in column (e) should equal the amount entered for Account 418.1.

Line No.	Description of Investment	Date Acquired	Date of Maturity	Amount of Investment at the Beginning of Year
(a)	(b)	(c)	(d)	
1	Great Plains Power Incorporated			
2				
3	SHARES	AMOUNT		
4	1.00	1,000,000	02/06/01	
5	-----	-----		
6	1.00	1,000,000		
7				
8	Equity Dividend to Parent			
9				
10	Income (loss) from subsidiaries			
11				
12	Subtotal			
13				
14				
15	Great Plains Energy Incorporated			
16				
17	SHARES	AMOUNT		
18	1.00	100.00	03/12/01	
19	-----	-----		
20	1.00	100.00		
21				
22				
23	Adjustments- Holding Company Reorganization			
24				
25	Income (Loss) from subsidiaries			
26				
27	Subtotal			
28				
29				
30				
31				
32				
33				
34				
35				
36				
37				
38				
39				
40				
41				
	Total Cost of Account 123.1 \$	46,902,140	TOTAL	239,792,202

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

INVESTMENTS IN SUBSIDIARY COMPANIES (ACCOUNT 123.1) (Continued)

4. For any securities, notes, or accounts that were pledged designate such securities, notes, or accounts in a footnote, and state the name of pledgee and purposes of the pledge.
5. If Commission approval was required for any advance made or security acquired, designate such fact in a footnote and give name of Commission.
6. Report column (f) interest and dividend revenues from investments, including such revenues from securities disposed of during the year.
7. In column (h) report for each investment disposed of during the year, the gain or loss represented by the difference between cost of the investment (or the other amount at which carried in the books of account if difference from cost) and the selling price thereof, not including interest adjustment includible in column (f).
8. Report on Line 42, column (a) the TOTAL cost of Account 123.1

Equity in Subsidiary Earnings of Year (e)	Revenues for Year (f)	Amount of Investment at End of Year (g)	Gain or Loss from Investment Disposed of (h)	Line No.
				1
				2
				3
				4
				5
		1,000,000		6
		(813,113)		7
				8
				9
(186,887)		(186,887)		10
				11
(186,887)		0.00		12
				13
				14
				15
				16
				17
				18
				19
		100		20
		(100)		21
		168,069		22
				23
(168,069)		(168,069)		24
				25
(168,069)		0.00		26
				27
				28
				29
				30
				31
				32
				33
				34
				35
				36
				37
				38
				39
				40
				41
22,062,201		23,319,490		42

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

MATERIALS AND SUPPLIES

1. For Account 154, report the amount of plant materials and operating supplies under the primary functional classifications as indicated in column (a); estimates of amounts by function are acceptable. In column (d), designate the department or departments which use the class of material.

2. Give an explanation of important inventory adjustments during the year (in a footnote) showing general classes of material and supplies and the various accounts (operating expenses, clearing accounts, plant, etc.) affected - debited or credited. Show separately debits or credits to stores expense-clearing, if applicable.

Line No.	Account (a)	Balance Beginning of Year (b)	Balance End of Year (c)	Department or Departments Which Use Material (d)
1	Fuel Stock (Account 151)	20,801,878	22,246,432	
2	Fuel Stock Expenses Undistributed (Account 152)			
3	Residuals and Extracted Products (Account 153)			
4	Plant Materials and Operating Supplies (Account 154)			
5	Assigned to - Construction (Estimated)			
6	Assigned to - Operations and Maintenance			
7	Production Plant (Estimated)			
8	Transmission Plant (Estimated)			
9	Distribution Plant (Estimated)			
10	Assigned to - Other	46,095,240	50,348,952	
11	TOTAL Account 154 (Total of lines 5 thru 10)	46,095,240	50,348,952	
12	Merchandise (Account 155)			
13	Other Materials and Supplies (Account 156)			
14	Nuclear Materials Held for Sale (Account 157) (Not applicable to Gas Utilities)			
15	Stores Expense Undistributed (Account 163)	307,021	346,882	All Departments
16				
17				
18				
19				
20	TOTAL Materials and Supplies (per Balance Sheet)	67,204,139	72,942,266	

Name of Respondent	This Report is:	Date of Report	Year of Report
Kansas City Power & Light Company	(1) X An Original (2) A Resubmission	(Mo, Da, Yr) 4/30/2002	Dec. 31, 2001

FOOTNOTE DATA

Schedule Page: 204 Line No: 19 Column: b

Pages 204 and 205, Line 19, Account 322, Reactor Plant Equipment includes write-off resulting from prior year application of FASB 90.

Schedule Page: 214 Line No: 3 Column: c

Anticipated within the next 10 years.

Schedule Page: 214 Line No: 6 Column: c

Anticipated within the next 10 years.

Schedule Page: 214 Line No: 9 Column: c

Anticipated within the next 10 years.

Schedule Page: 214 Line No: 11 Column: c

Anticipated within the next 10 years.

Schedule Page: 214 Line No: 14 Column: c

Anticipated within the next 10 years.

Schedule Page: 214 Line No: 24 Column: c

Anticipated within the next 10 years.

Schedule Page: 219 Line No: 11 Column: c

Book cost of plant retired shown here is \$89,393 less than retirements shown on page 207, line 88, column d, because page 219, line 11, column c does not include retirements of software, land rights or leasehold improvements.

Schedule Page: 219 Line No: 15 Column: c

Net gain on property sales of (\$5,490)

Schedule Page: 224.1 Line No: 26 Column: g

Equity Dividend to Great Plains Energy Incorporated by Respondent in October 1, 2001, due to the corporate reorganization.

Schedule Page: 224.1 Line No: 29 Column: e

Equity in KLT Inc. earnings recorded by Respondent prior to equity dividend to Great Plains Energy Incorporated.

Schedule Page: 227 Line No: 11 Column: d

Information requested for lines 5-9 is not available. The level of material and supplies inventory is determined by the the maintenance needs of plant in service and is that level required to ensure that KCPL may provide good system reliability. The size of inventory on hand is not determined by the level of new construction activity.

STATEMENT OF OWNERS' ASSETS
As of December 31

(Thousands of Dollars)
2001*

Electric Plant - at original cost:	
Nuclear Production Plant	
Land and Land Rights	\$ 7,258.7
Structures and Improvements	871,363.4
Reactor Plant Equipment	1,379,208.4
Turbogenerator Units	361,771.3
Accessory Electric Equipment	289,897.8
Misc. Power Plant Equipment	135,122.2
Total Nuclear Production Plant	3,044,621.8
Transmission Plant	23,547.0
General Plant	3,596.2
Miscellaneous Intangible Plant	16,594.3
Plant In Service	3,088,359.3
Less Accumulated Depreciation & Amortization	1,184,173.9
Net Plant In Service	1,904,185.4
Construction Work In Progress	10,529.3
Electric Plant Held for Future Use	657.2
Nuclear Fuel - Net	71,920.0
Total Electric Plant - Net	1,987,291.9
Other Property and Investments:	
Special Funds	25,321.5
Other	0.0
Total Other Property and Investments	25,321.5
Current Assets:	
Accounts Receivable	485.6
Fuel	292.2
Materials and Supplies	37,650.2
Prepayments and Other Current Assets	4,646.0
Total Current Assets	43,074.0
Deferred Debits	8,310.4
Total Assets	\$ 2,063,997.8
TOTAL ASSETS BY OWNER	
Kansas Gas and Electric Company	\$ 969,656.2
Kansas City Power & Light Company	917,160.4
Kansas Electric Power Cooperative, Inc.	177,181.2
Total Assets	\$ 2,063,997.8

* NON-OUTAGE YEAR

STATEMENT OF EXPENSES
For the Years Ended December 31

(Thousands of Dollars)
2001*

Production Expenses:	
Nuclear Fuel	\$ 47,083.7
Operations	66,301.3
Maintenance	23,980.4
Total Production	137,365.4
Transmission Expenses:	
Operations	0.0
Maintenance	58.1
Total Transmission	58.1
Administrative and General Expenses:	
Operations	23,903.3
Maintenance	279.6
Total Administrative and General	24,182.9
Total Operations and Maintenance Expenses	161,606.4
Payroll taxes	4,652.2
Total O&M Including Payroll Taxes	166,258.6

Ad Valorem Taxes		23,923.3
Depreciation & Amortization		89,606.1
Total Operating Expenses		279,788.0
Less: Other Operating Revenues		43.8
Net Operating Expenses		279,744.2
Add: Nonoperating Expenses		1,107.6
Total Expenses	\$	280,851.8

* NON-OUTAGE YEAR

The chart of accounts of KLT Inc. and its subsidiaries as of December 31, 2001.

Acct	Descr	Status
000001	Basic Allocation - 100%	A
000002	Paid Absence Loading %	A
000003	Payroll Taxes Loading %	A
000004	Pensions Loading %	A
000005	Payroll Insurance Loading %	A
000006	Unpaid Labor Hours	A
100000	Cash in banks	A
100001	Cash - Bank of America- LV	A
100100	Imprest funds	A
101001	Repurchase agreements	A
101002	Tax free money market-equiv	A
101003	Equivalent-federal funds	A
110000	Misc short-term investments	A
110001	Warren D Nadel preferred stock	A
110002	Sami-preferred stock fund	A
120000	Misc accounts receivable	A
120002	Accounts Receivable-Oil & Gas	A
120050	Allowance - doubtful accounts	A
120100	Oth A/R Dfd Mdse-PR Deduc	A
120200	Receivables to be invoiced	A
120500	Interest receivable	A
120600	Interest receivable-affiliate	A
120700	Dividends receivable	A
121001	A/R CLS LLC	A
121004	A/R Municipal Parking Solution	A
121101	A/R CLS-KC	A
121102	A/R - Nationwide Electric	A
122000	A/R - KLT Inc.	A
122001	A/R - KLT Investments	A
122002	A/R - KLT Investments II	A
122003	A/R - Energetechs	A
122004	A/R - KLT Energy Services	A
122005	A/R - KLT Gas	A
122006	A/R - KLT Telecom	A
122007	A/R - KLT Power	A
122100	A/R - Custom Energy	A
122101	A/R - Far Gas	A
122102	A/R - Apache Canyon	A
122103	A/R - Municipal Solutions	A
122104	A/R - Telemetry Solutions	A
122105	A/R - KVA Power	A
122106	A/R - NPMC	A
122107	A/R - KLT Iatan Inc.	A
122108	A/R - KLT Iatan II LLC	A
122109	A/R - KLT Power Interntnal 2	A
122110	A/R - CMI Power International	A
122111	A/R - KLT Power Bermuda	A
122112	A/R - KLT Power Latin America	A
122113	A/R - KLT Power Asia	A
122114	A/R - Worry Free Services	A
122115	A/R - Copier Solutions	A
122116	A/R-Gas Operating Co	A
122117	A/R-Signal Sites	A
122118	A/R-Strategic Energy	A
122119	A/R-Forest City, LLC	A
122200	A/R - Simmons	A
122201	A/R - Advanced Measurement Sol	A
122202	A/R - KLT Power Mauritius	A
122203	A/R-Digital Teleport Inc.	A
122204	A/R - Forest City	A
122300	A/R - KEI Energy Ltd	A
122999	A/R - KCPL	A
125000	Notes receivable - current	A
126004	N/R - Municipal Parking Sol	A
126007	N/R - NPC	A
127100	N/R - Strategic Energy	A
127103	N/R - Municipal Solutions	A
127104	N/R - Telemetry Solutions	A
127105	N/R - KVA	A
127106	N/R Simmons	A
127107	N/R AMS	A
127108	Notes receivable-IDI	A
127109	N/R - Copier Solutions	A
127110	N/R-CLS	A
127111	N/R - Digital Teleport, Inc.	A
127155	KVA Valuation Allowance	A
130000	Equipment inventory	A
131000	Copier Solutions Inventory	A
140000	Advances to employees	A
141000	Prepaid expenses	A
141100	Prepaid oil and gas lease oper	A
142000	Other current assets	A
143000	Swap Receivable	A
150001	Investment in KLT Investments	A
150002	Investment in Investments II	A
150003	Investment in Energetechs	A
150004	Investment in KLT Energy Svcs	A

150005	Investment in KLT Gas	A
150006	Investment in KLT Telecom	A
150007	Investment in KLT Power	A
150051	Earnings of KLT Investments	A
150052	Earnings of Investments II	A
150053	Earnings of Energetechs	A
150054	Earnings of Energy Services	A
150055	Earnings of KLT Gas	A
150056	Earnings of KLT Telecom	A
150057	Earnings of KLT Power	A
150100	Investment in Custom Energy	A
150101	Investment in Far Gas	A
150102	Investment in Apache Canyon	A
150103	Investment-Municipal Solutions	A
150104	Investment-Telemetry Solutions	A
150105	Investment in KVA Power	A
150106	Investment in NPMC	A
150107	Investment in KLT Iatan Inc.	A
150108	Investment in KLT Iatan II LLC	A
150109	Investment KLT Power Internl 2	A
150110	Investment in CMI Power Intrnl	A
150111	Investment in Power Bermuda	A
150112	Investment-Power Latin America	A
150113	Investment in KLT Power Asia	A
150114	Investment in Copier Solutions	A
150115	Investment in Signal Sites	A
150150	Earnings of Custom Energy	A
150151	Earnings of Far Gas	A
150152	Earnings of Apache Canyon	A
150153	Investment in MS	A
150154	Investment in TS	A
150155	Earnings of KVA Power	A
150156	Earnings of NPMC	A
150157	Earnings of KLT Iatan Inc.	A
150158	Earnings of KLT Iatan II LLC	A
150159	Earnings of KLT Power Intrntl2	A
150160	Earnings of CMI Power Interntl	A
150161	Earnings of Power Bermuda	A
150162	Earnings of Power Latin Americ	A
150163	Earnings of Power Asia	A
150164	Earnings in Copier Solutions	A
150165	Eqty in earnings-Signal Sites	A
150200	Investment in Simmons	A
150201	Investment Adv Measuremt Sol	A
150202	Investment in Power Mauritius	A
150250	Earnings of Simmons	A
150251	Investment in AMS	A
150252	Earnings of Power Mauritius	A
150254	Solutions Valuation Allow	A
150300	Investment in KEI Energy Ltd	A
150350	Earnings of KEI Energy	A
151000	Misc equity method investments	A
151001	Investment in CLS LLC	A
151002	Lyco Energy Corp Common	A
151003	Bar Gas LLC	A
151004	Municipal Parking Solutions LL	A
151005	Intelligent Devices Inc.	A
151006	Iatan Power Partners LP	A
151007	NPC	A
151008	Downtown Hotel Group LLC	A
151009	Investment in Galt	A
151010	Investment Nationwide Electric	A
151011	Investment in DTI	A
151012	Investment in Lorencito Gas	A
151013	Investment in CEL	A
151014	Investment in SEL	A
151015	Investment in Patrick Gas, LLC	A
151016	Lyco Valuation Reserve	A
151051	Equity in earnings of CLS	A
151052	Equity in earnings of Lyco	A
151053	Equity in earnings of Bar Gas	A
151054	Equity in earnings of MPS	A
151055	Equity in earnings of IDI	A
151056	Equity in earnings of IPP	A
151057	Equity in earnings of NPC	A
151058	Equity in earnings of DT Hotel	A
151059	Eqty in earn of Galt	A
151060	Eqty in Earnings-Nationwide El	A
151061	Equity in earnings-DTI	A
151062	Equity in earnings-Lorencito	A
151063	Equity in earnings of CEL	A
151064	Equity in earnings of SEL	A
151065	Equity in earnings Patrick	A
151105	Investment in IDI	A
151155	IDI goodwill accumulated amort	A
152001	National Equity Fund 1992	A
152002	National Equity Fund 1993	A
152003	National Equity Fund 1994	A
152004	National Equity Fund 1995	A
152005	Boston Capital	A
152006	Nationwide Housing Group	A
152007	Related Capital Fund I	A
152008	Related Capital Fund II	A
152009	Gateway	A
152010	Napico	A
152011	Boston Financial	A
152012	East Coast Capital I	A

152013	East Coast Capital II	A
152014	McDonald	A
152015	Richman	A
152016	Arcand	A
152017	Housing MO Equity Fund	A
152018	NHT III	A
152019	Banc One	A
152020	WNC	A
152021	MO Affordable Housing Fund V	A
152022	MO Affordable Housing Fund VI	A
152023	MAHF VII	A
152024	Aurora Family Apartments	A
152025	Boston Financial MO tax credit	A
152026	MAHF IX	A
152051	Amortization of NEF	A
152052	Writedown of NEF Fund	A
152056	Writedown of Nationwide Hsing	A
152063	Earnings of East Coast Capital	A
152066	Earnings of Arcand	A
152067	Earnings of Hsing MO Eqty Fund	A
152068	Earnings of NHT III	A
152069	Earnings of Banc One	A
152070	Earnings of WNC	A
152071	Amortization of MAHF 5	A
152072	Amortization of MAHF 6	A
152073	Amortization of MAHF 7	A
152301	Amortization of MAHF VI	A
152302	Amortization of MAHF VI	A
152303	Amortization of MAHF VI	A
152304	Amortization of AFA	A
152305	Amortization of BF MO tax cred	A
152306	Amortization of MAHF IX	A
153000	Global 30-6 LLP	A
153001	Global 31-6 LLP	A
153002	Frontier LLP	A
153003	Ward Lake LLP	A
153004	Hallwood LLP	A
153005	Miller LLP	A
153050	Acc amortization - Global 30-6	A
153051	Acc amortization - Global 31-6	A
153052	Acc amortization - Frontier	A
153053	Acc amortization - Ward Lake	A
153054	Acc amortization - Hallwood	A
153055	Acc amortization - Miller	A
154000	Misc cost method investments	A
154001	CFB Venture Capital II	A
154002	Kansas City Equity Partners VC	A
154003	Envirotech VCF	A
154004	CellNet stock	A
154005	Government securities	A
154006	Marketable debt securities	A
154007	Lyc0 Energy preferred stock	A
154008	Digital Teleport Inc preferred	A
154009	eChannel preferred stock/warr	A
154010	Lyc0 Lease Acquisition LLP	A
154011	Yichang 1	A
154012	Costanera common stock	A
154013	CBA common stock	A
154014	NW Pfd-Mand Redeem Stk	A
154015	NW Pfd-Non-Mand Redeem. Stk	A
154016	Bracknell Corp. Common Stock	A
154017	Evergreen Preferred Stock	A
154018	Evergreen Common Stock	A
160000	Miscellaneous N/R	A
160001	N/R - Diasys	A
161100	N/R - Custom Energy	A
161103	N/R - Municipal Solutions	A
161104	N/R - Telemetry Solutions	A
161105	N/R - KVA	A
161106	KVA LT Valuation Allowance	A
162004	N/R - Municipal Parking Soluti	A
162007	N/R - NPC	A
170000	Leasehold improvements	A
170001	Office furniture	A
170002	Office equipment	A
170003	Software	A
170004	Buildings	A
170005	Land-Compressor Site	A
170007	Lease Equipment	A
171000	Prepaid Drilling/Completion	A
171100	Undeveloped leaseholds	A
171200	Developed leaseholds	A
171300	Intangible drilling costs	A
171350	Intangible completion costs	A
171400	Equipment - before casing	A
171450	Equipment - after casing	A
171500	Equipment cost - facilities	A
171600	Equipment-Vehicles	A
171602	Generators/Compressors	A
171700	Junk Equipment	A
175000	Accum depreciation - leasehold	A
175001	Accum depreciation - furniture	A
175002	Accum depreciation - office eq	A
175003	Accum depreciation - Software	A
175004	Accum depreciation - Buildings	A
176000	Accum DD&A on oil/gas property	A
176001	Accumulated sale	A

180000	Suspense	A
180001	Deferred organization costs	A
180002	Deferred loan origination fees	A
180003	Gas Hedge Deferred Payment	A
180051	Accum amortization - def org	A
180052	Accum amortization - loan orig	A
180100	Deferred development - labor	A
180101	Deferred development - legal	A
180102	Deferred development - consult	A
180103	Deferred development - other	A
180150	Accum amortization - deferred	A
180151	Accum amortization - deferred	A
180152	Accum amortization - deferred	A
180153	Accum amortization - deferred	A
181000	License agreement	A
181001	Project rights	A
181050	Accum amortization - license	A
181051	Accum amortization - rights	A
182000	Goodwill	A
182001	Goodwill-2000 acquisition	A
182002	Goodwill-2001 acquisition	A
182050	Accum amortization goodwill	A
182051	Accumulated amort-SEL	A
182052	Accum Amortiz-SEL 2001 acquis	A
183000	Patents	A
183050	Accumulated amort - Patents	A
200000	Accounts payable	A
200010	Travel card liability	A
202000	A/P - KLT Inc.	A
202001	A/P - KLT Investments	A
202002	A/P - KLT Investments II	A
202003	A/P - Energetechs	A
202004	A/P - KLT Energy Services	A
202005	A/P - KLT Gas	A
202006	A/P - KLT Telecom	A
202007	A/P - KLT Power	A
202100	A/P - Custom Energy	A
202101	A/P - Far Gas	A
202102	A/P - Apache Canyon	A
202103	A/P - Municipal Solutions	A
202104	A/P - Telemetry Solutions	A
202105	A/P - KVA Power	A
202106	A/P - NPMC	A
202107	A/P - KLT Iatan Inc.	A
202108	A/P - KLT Iatan II LLC	A
202109	A/P - KLT Power Internationl 2	A
202110	A/P - CMI Power International	A
202111	A/P - KLT Power Bermuda	A
202112	A/P - KLT Power Latin America	A
202113	A/P - KLT Power Asia	A
202114	A/P - Copier Solutions	A
202115	A/P-Signal Sites	A
202116	A/P-Gas Operating Co	A
202200	A/P - Simmons	A
202201	A/P - Adv Measurement Solution	A
202202	A/P - KLT Power Mauritius	A
202300	A/P - KEI Energy Ltd	A
202999	A/P - KCPL	A
210000	Short-term notes payable	A
215000	Current maturities of LTD	A
220000	Federal income tax	A
220001	State income tax	A
221000	FICA tax - employer	A
221001	Federal unemploymnt tax payabe	A
221002	State unemployment tax payable	A
221010	Other tax liability	A
222000	Withholding taxes - Federal	A
222001	Withholding taxes - Missouri	A
222002	Withholding taxes - Kansas	A
222003	Withholding taxes - KCMO	A
222004	Withholding tax-Employee FICA	A
222005	Withholding taxes-CA	A
222006	Withholding taxes-CO	A
223001	Life insurance liability	A
223002	LTD liability	A
223003	Dependent Care liability	A
223004	Medical Reimb. liability	A
223005	401k employee liability	A
223006	401k employer match liability	A
223007	ESP loans payable	A
223008	Dollar Aide Liability	A
223009	PAC withholding payable	A
230001	Interest payable-G. Simmons	A
230002	Interest Payable-Affiliate	A
230003	Interest Payable-M. Canterbury	A
230004	Interest payable-K. Dockery	A
230010	Interest pay-NHG 3/31/95	A
230011	Interest pay-NHG 5/15/95	A
230020	Interest pay-Related 5/15/95	A
230021	Interest pay-Related 7/20/95	A
230022	Interest pay-Related 10/3/95	A
230030	Interest pay-NAPICO 8/26/95	A
230031	Interest pay-NAPICO 11/4/95	A
230032	Interest pay-NAPICO 6/30/96	A
230033	Interest pay-NAPICO 8/11/96	A
230040	Interest pay-Bostn Fin 8/12/95	A
230041	Interest pay-Bostn Fin 12/9/95	A

230050	Interest pay-ECC 8/22/95	A
230051	Interest pay-ECC 2/1/96	A
230052	Interest pay-ECC 8/1/96	A
230053	Interest pay-ECC 8/18/96	A
230060	Interest pay-Richman 11/1/95	A
230061	Interest pay-Richman 1/1/96	A
230062	Interest pay-Richman 4/1/96	A
230063	Interest pay-Richman 7/1/96	A
230070	Interest pay-Arcand 11/3/95	A
230071	Interest pay-Arcand 4/1/96	A
230072	Interest pay-Arcand 10/1/96	A
230073	Interest pay-Arcand 12/21/96	A
230074	Interest pay-Arcand 5/1/97	A
230075	Interest pay-Arcand 10/1/97	A
230080	Interest pay-Gateway 5/30/95	A
230081	Interest pay-Gateway 12/1/95	A
230090	Interest pay-Mc Donald 9/1/95	A
230100	Interest pay-NHT III 5/12/96	A
230110	Interest pay-WNC II 11/2/96	A
230111	Interest pay-WNC II 3/1/97	A
230120	Interest pay-MAHF VI 3/21/98	A
230121	Interest payable - MAHF VI 3/2	A
230122	MAHF VI 1/29/98	A
230123	MAHF VII 1/29/98	A
230130	Interest pay-Banc One 3/21/98	A
230131	Int Pay-Boston Fin'l MO Tax Cr	A
230132	Interest payable-MAHF IX	A
231000	Interest Payable-LOC	A
231001	Interest SWAP pay/rec	A
232000	Miscellaneous interest payable	A
232001	Interest pay-Gaylon Simmons	A
232002	Interest pay-Howard Dockery	A
232003	Interest pay-Myra Canterbury	A
232004	Interest pay-Kevin Dockery	A
233000	Intercompany Interest Payable	A
234205	Due to KLT Gas	A
240000	Accrued payroll	A
240001	Accrued vacation	A
240002	Paid Vacations Current Year	A
240003	Payroll reserve	A
240010	Blue Spruce Incen Accrual	A
240011	Hallwood Incen Accrual	A
240012	Frontier Incen Accrual	A
240013	Global 30-6 Incen Accrual	A
240014	Global 31-6 Incen Accrual	A
240015	Miller Shale Incen Accrual	A
240016	Beta Energy Comm Accrual	A
240017	USI Comm Accrual	A
240018	Meridian Comm Accrual	A
240019	FARC Contg Pymt Accrual	A
240100	Accounts Payable-Sev/Ad Val	A
240101	Royalty Interest Payable	A
241000	Current NEF 1992	A
241001	Current NEF 1993	A
241002	Current NEF 1994	A
241003	Current NEF 1995	A
241100	Cash back from partnerships	A
241200	Current subscriptions	A
242000	Other current liabilities	A
243000	Swaps Payable	A
250010	Note-NHG 3/31/95	A
250011	Note-NHG 5/15/95	A
250020	Note-Related 5/15/95	A
250021	Note-Related 7/20/95	A
250022	Note-Related 10/3/95	A
250030	Note-NAPICO 8/26/95	A
250031	Note-NAPICO 11/4/95	A
250032	Note-NAPICO 6/30/96	A
250033	Note-NAPICO 8/11/96	A
250040	Note-Boston Financial 8/12/95	A
250041	Note-Boston Financial 12/9/95	A
250050	Note-East Coast Capitl 8/22/95	A
250051	Note-East Coast Capital 2/1/96	A
250052	Note-East Coast Capital 8/1/96	A
250053	Note-East Coast Capitl 8/18/96	A
250060	Note-Richman 11/1/95	A
250061	Note-Richman 1/1/96	A
250062	Note-Richman 4/1/96	A
250063	Note-Richman 7/1/96	A
250070	Note-Arcand 11/3/95	A
250071	Note-Arcand 4/1/96	A
250072	Note-Arcand 10/1/96	A
250073	Note-Arcand 12/21/96	A
250074	Note-Arcand 5/1/97	A
250075	Note-Arcand 10/1/97	A
250080	Note-Gateway 5/30/95	A
250081	Note-Gateway 12/1/95	A
250090	Note-Housing MO 8/95	A
250100	Note-Mc Donald 9/1/95	A
250110	Note-NHT III 5/12/96	A
250120	Note-WNC II 11/2/96	A
250121	Note-WNC II 3/1/97	A
250129	Notes payable - WNC II 3/1/96	A
250130	Note-MAHF V 3/21/98	A
250131	Notes payable - MAHF V 3/21/97	A
250132	MAHF VI 1/29/98	A
250133	MAHF VII 1/29/98	A

250140	Note-Banc One 3/21/98	A
250141	N/P-Boston Fin'l MO tax credit	A
250142	Note Payable-MAHF IX	A
251000	First Chicago line of credit	A
251001	Great Plains Energy Line of Cr	A
252001	Note-Gaylon Simmons	A
252002	Note-Howard Dockery	A
252003	Note-Myra Canterbury	A
252004	Note-Kevin Dockery	A
252005	Notes Payable-Frank Groenteman	A
253000	Intercompany Notes Payable	A
260001	Federal deferred tax	A
260002	State deferred tax	A
280000	State	A
280001	Delayed equity contr-NEF 1992	A
280002	Delayed equity contr-NEF 1993	A
280003	Delayed equity contr-NEF 1994	A
280004	Delayed equity contr-NEF 1995	A
280005	Delayed eqty contr.-Aurora	A
280006	Delayed equity contr-MO Housin	A
280010	Subscriptions	A
281000	Deferred compensation	A
282000	Deferred Revenue	A
285000	Other deferred credits	A
290000	Notes payable-affiliate	A
300000	Common Stock/LLC contr capital	A
301000	Paid in capital-excess of par	A
310000	Retained earnings	A
311000	Dividends declared	A
320000	Unrealized gain/losses-Mkt sec	A
320001	Unreal Gain/Loss-Derivatives	A
321000	Foreign currency gains & losses	A
400001	Equity in earnings-Investments	A
400002	Equity in earnings-Investmnts2	A
400003	Equity in earnings-Energetechs	A
400004	Equity in earnings-Energy Svc	A
400005	Equity in earnings-KLT Gas	A
400006	Equity in earnings-Telecom	A
400007	Equity in earnings-Power	A
400100	Equity in earnings-Cust Energy	A
400101	Equity in earnings-Far Gas	A
400102	Equity in earnings-Apache	A
400103	Equity in earnings-M Solutions	A
400104	Equity in earnings-Telemetry	A
400105	Equity in earnings-KVA	A
400106	Equity in earnings-NWPM	A
400107	Equity in earnings-Iatan	A
400108	Equity in earnings-Iatan 2	A
400109	Equity in earnings-PI 2	A
400110	Equity in earnings-CMI	A
400111	Equity in earnings-Bermuda	A
400112	Equity in earnings-Latin Amer	A
400113	Equity in earnings-Power Asia	A
400114	Eqty in earn-Copier Solutions	A
400115	Eqty in earnings-Signal Sites	A
400200	Equity in earnings-Simmons	A
400201	Equity in earnings-Adv Meas	A
400202	Equity in earnings-Mauritius	A
400300	Equity in earnings - KEI	A
401000	Eq earnings-KCDT, PWRIN, PSS	A
401001	Equity in earnings of CLS	A
401002	Equity in earnings of Lyco	A
401003	Equity in earnings of Bar Gas	A
401004	Equity in earnings of MPS	A
401005	Equity in earnings of IDI	A
401006	Equity in earnings of IPP	A
401007	Equity in earnings of NPC	A
401008	Equity in earnings of DT Hotel	A
401009	Equity in earnings of NHT III	A
401010	Equity in earnings of WNC	A
401011	Equity in earnings of ECC II	A
401012	Equity in earnings of Banc One	A
401013	Equity in Earn-Housing MO	A
401014	Equity in Earn-Arcand IV	A
401015	Equity in earnings-Galt	A
401016	Eqty in Erngs-Nationwide Elect	A
401017	Equity in Earnings-Stroud Oil	A
401018	Equity in earnings-DTI	A
401019	Equity in Earnings-Custom Ener	A
401020	Equity in earnings-CEL	A
401021	Equity in Earnings-SEL	A
401022	Equity in earnings Lorencito	A
401023	Equity in earnings Patrick	A
402000	Non-taxable interest income	A
402001	Taxable interest income	A
402002	State exempt interest income	A
402003	Federal exempt interest income	A
403000	Dividend income - 70% DRD	A
403001	Dividend income - 80% DRD	A
403002	Dividends - Foreign investmt	A
403003	Dividend Income	A
404000	Realized gains	A
404001	Realized losses	A
404002	Unrealized gains	A
404003	Unrealized losses	A
404004	Hedging gain/loss	A
405001	Consulting fees	A

406000	Gain/Loss on Property	A
410000	Royalty income - Oil sales	A
410001	Royalty income - Gas sales	A
410002	Royalty income - NGL sales	A
410100	Working interest revenue-Oil	A
410101	Working interest revenue-Gas	A
410102	Working interest revenue-NGL	A
410200	Estimated Oil & Gas Revenue	A
410500	Revenue deductions	A
420001	Revenue-Site Acquisition Fees	A
420002	Revenue-Site Lease Income	A
430000	Revenue - Tower Lease	A
500000	Cost of Sales	A
500001	LOE-general	A
500002	LOE-direct labor	A
500003	LOE-Transportation	A
500004	LOE-Production supv/eng svcs	A
500005	LOE-Roustabout/contractor svcs	A
500006	LOE-Permits and licenses	A
500007	LOE-Well servicing	A
500008	LOE-Chemicals	A
500009	LOE-Pump repairs and parts	A
500010	LOE-Electricity	A
500011	LOE-Fuel, oil, lubricants	A
500012	LOE-Materials and supplies	A
500013	LOE-Salt water disposal	A
500014	LOE-Contract pumping	A
500015	LOE-Compression/dehydration	A
500016	LOE-Overhead	A
500017	LOE-Insurance	A
500018	LOE-Severance taxes	A
500019	LOE-Ad Valorem taxes	A
500020	Estimated Severance Taxes	A
500021	LOE-Compression	A
500022	Severance Tax Expense	A
500023	Oil & Gas Processing	A
500024	LOE-Gas Gathering	A
500025	LOE-Gas Marketing	A
501000	Accounts receivable write-offs	A
502000	Far Gas commission expense	A
503000	Prod dev-outside consulting	A
503001	Prod dev-outside legal	A
503002	Prod dev-outside legal-finl	A
503003	Prod dev-outside engineering	A
503004	Prod dev-Financial advisors	A
503005	Environmental engineers	A
503006	Owner's engineers	A
503007	KCPL employees services	A
503008	NPE services for KVA/NPMC	A
510000	COGS-Site Lease Payments	A
510001	COGS-Site Acquisition Costs	A
510002	COGS-Easter Seals	A
600001	KLT Inc. employee labor	A
600002	KLT Power employee labor	A
600003	KLT Gas employee labor	A
600004	Energy Svcs employee labor	A
600005	Mun Solutions employee labor	A
600006	MPS employee labor	A
600007	TS employee labor	A
600008	CS employee labor	A
600009	Signal Sites employee labor	A
600100	KCPL employee labor	A
600101	Contract labor	A
600102	Temporary services	A
600103	KCPL Service Agreements	A
601000	Benefits allocated-contra	A
601001	Insurance premiums	A
601002	401-k/deferred comp- match	A
601003	Miscellaneous benefits	A
601004	Vacation and paid absences	A
601005	Pension expense	A
601006	Capital accumulation plan	A
601007	Education assistance	A
601100	Employer FICA	A
601101	Unemployment taxes - federal	A
601102	Unemployment taxes - state	A
601103	Unemployment taxes-KS	A
601104	Unemployment taxes - MN	A
601105	Unemployment taxes - TX	A
602000	Office rent	A
602001	Office equipment rent	A
602002	Computer leases	A
602003	Maintenance-office equipment	A
602004	Computer Equipment	A
602100	Postage	A
602101	Licenses and fees	A
602102	Communication/telephone exp	A
602103	Reproduction expenses	A
602104	Subscriptions/materials	A
602105	Miscellaneous office expense	A
602106	Tax penalties and interest	A
603200	Relocation - moving	A
603201	Relocation - housing	A
603202	Relocation - travel & living	A
603203	Relocation - KLT Office Move	A
603300	Professional placement service	A
603301	Recruiting - meals	A

603302	Recruiting - travel & living	A
603303	Recruiting - other	A
603400	Transportation	A
603401	Travel - living	A
603402	Meals/entertainment	A
603403	Conferences/seminars	A
603500	Outside consulting	A
603501	Outside legal	A
603502	Other outside services	A
603600	Property insurance	A
603601	General liability insurance	A
603602	Workers comp insurance	A
603610	Bonding Fees	A
603700	Trade/technical memberships	A
603701	Marketing expenses	A
603702	Procurement card expense	A
603703	Miscellaneous expense	A
604000	Charitable Contributions	A
700000	Depreciation-office furniture	A
700001	Depreciation-office equipmt	A
700002	Depreciation-leasehold imp	A
700003	Depreciation-buildings	A
701000	DD&A-Oil/Gas properties	A
702000	Amortization-goodwill	A
702001	Amortization-license agreemt	A
702002	Amortization-rights	A
702003	Amortization-deferred costs	A
702004	Investment amortization	A
702005	Amortization-Bond Premium	A
800000	Federal current income tax	A
800001	Foreign Tax Credit-Current	A
800010	State current - MO income tax	A
800100	Federal deferred income tax	A
800110	State deferred income	A
800200	Section 42 AH Fed tax credits	A
800201	Section 29 alt fuel credits	A
800202	Federal rehab tax credit	A
800203	Enterprise Zone Tax Credits	A
800210	Section 42 AH state tax credit	A
801000	Property taxes - personal prop	A
801001	Franchise taxes	A
801002	Other taxes	A
802000	Property tax expense	A
900000	LT debt interest - bank notes	A
900001	Affordable housing notes	A
900002	Other notes	A
900003	Interest SWAP income/exp	A
900004	Interco interest allocation	A
900005	Interest due GPE	A
900010	Amortization-loan origin fees	A
900011	Commitment fees - LT Debt	A
900012	Amortization-Amendment Fee	A
901000	Short Term Interest Exp	A
901010	Commitment fees-ST Debt	A
902000	Letter of Credit fees	A
950000	Nonoperating realized gains	A
950001	Nonoperating unrealized gains	A
950100	Nonoperating realized loss	A
950101	Nonoperating unrealized loss	A
950200	Other Miscellaneous Income	A
990000	Minority Interests	A
999999	Suspense	A

Account Number Schema

5 segments - xxx-x-xxx-xxxx-xxx

1st segment - Location Number

2nd segment - Customer Type

3rd segment - Line of Business

4th segment - Account Number

5th segment - Entity ID Number (intercompany accounts)

All lines of business beginning with 0 are Enterprises, all others are field locations.

Example - 010-0-000-1100-070 is Services - Corporate - Corporate - Related Party Receivable - Raleigh Air

Example - 010-1-150-4050-000 is Services - Residential - HVAC Installation Residential - Sales

Example - 010-0-000-7010-000 is Services - Corporate - Corporate - Bank Card/Credit Card Fees

Current Segment Identifications:

Locations:	Customer Type:	Line of Business:
000 Enterprises	0 Corporate	000 Corporate
001 Eliminations	1 Residential	005 Finance
010 Services	2 Commercial	010 Accounting
011 Comfort Zone (Inactive)	3 New Construction	015 Sales
012 Mead Royal (Inactive)	(Residential)	020 Strategic Planning
013 Holt	4 New Construction	025 Marketing
014 Powers	(Commercial)	030 Information Tech.
015 AAA (Inactive)		035 Operations
016 Building Systems Analysis		040 Legal
017 Reese		045 Human Resources
020 AB May		050 Home Warranty
021 Bone (Inactive)		055 Commercial
022 A-1		060 Corporate Admin.
030 Air Professionals		065 Internal Audit
031 Carter		100 HVAC
040 Hamrick Daviston		150 HVAC Installation
050 Tidewater		180 Solar Heating
051 Simpson		200 Plumbing
060 Davis		250 Plumbing Construction
061 Berkeley		300 Electrical
070 Raleigh		400 Appliance
080 Total		500 HVAC Agreement
090 C&R (Deep South)		600 Home Warranty
091 Arrow		700 Windows
100 Premier		750 Roofing
101 Pest Control - Fayetteville		800 Inspections
102 Pest Control - Alpharetta		900 Termite
103 Pest Control - Conyers		910 Pest Control
104 Pest Control - Columbus		20 Pretreat
110 Chilltrol		930 Renewal (Termite/Pest)
120 Frederick		999 Other

"R.S. Andrews Services, Inc "
 YEAR 2002
 CHART OF ACCOUNTS

Cash	010-0-000-0000-000	Untranslated
	010-0-000-1010-000	Cash
	010-0-000-1010-001	Cash - Nations Bank - Operating
	010-0-000-1010-002	Cash - Nations Bank - Payroll
	010-0-000-1010-003	Cash -
	010-0-000-1010-004	Cash -
	010-0-000-1010-005	Cash -
	010-0-000-1010-006	Cash -
	010-0-000-1010-007	Cash -
	010-0-000-1010-008	Cash -

Short-Term Investments	
010-0-000-1020-000	Short Term Investments

Accounts Receivable	
010-0-000-1030-000	Accounts Receivable
010-0-000-1031-000	A/R Reserve
010-0-000-1040-000	Receivable from Supplier
010-0-000-1050-000	Co-op Advertising Receivable
010-0-000-1060-000	Accounts Receivable - Other
010-0-000-1100-000	Rel. Party Rec. - RS Andrews Enterprises
010-0-000-1100-010	Rel. Party Rec. - Services
010-0-000-1100-013	Rel. Party Rec. - RSA Columbus
010-0-000-1100-014	Rel. Party Rec. - Powers
010-0-000-1100-016	Rel. Party Rec. - BSA

010-0-000-1100-020	Rel. Party Rec. - AB May
010-0-000-1100-022	Rel. Party Rec. - A-1
010-0-000-1100-030	Rel. Party Rec. - RSA Knoxville
010-0-000-1100-040	Rel. Party Rec. - Hamrick Daviston
010-0-000-1100-050	Rel. Party Rec. - Tidewater
010-0-000-1100-060	Rel. Party Rec. - Davis
010-0-000-1100-061	Rel. Party Rec. - Berkeley
010-0-000-1100-070	Rel. Party Rec. - Raleigh Air
010-0-000-1100-080	Rel. Party Rec. - Total
010-0-000-1100-090	Rel. Party Rec. - CNR
010-0-000-1100-110	Rel. Party Rec. - Chilltrol
010-0-000-1100-101	Rel. Party Rec. - RSA Termite/PC - Fayetteville
010-0-000-1100-102	Rel. Party Rec. - RSA Termite/PC - Alpharetta
010-0-000-1100-103	Rel. Party Rec. - RSA Termite/PC - Conyers
010-0-000-1100-105	Rel. Party Rec. - RSA Termite/PC - Columbus
010-0-000-1115-000	Rel. Party Rec. - Premier Software

Inventory

010-0-000-1200-000	Inventory
010-0-000-1205-000	Inventory-Reserve
010-0-000-1210-000	Inventory-Work in Process

Prepaid Expenses

010-0-000-1300-000	Prepays
010-0-000-1305-000	Prepays - Insurance
010-0-000-1310-000	Prepays - Commissions

010-0-000-1315-000	Prepays - Rent
010-0-000-1320-000	Prepays - Advertising
010-0-000-1325-000	Prepays - D & O Insurance
010-0-000-1370-000	Prepays - Federal Income Tax
010-0-000-1375-000	Prepays - State Income Tax

Long-Term Investments

010-0-000-1125-010	Investment in Subsidiary - Services
010-0-000-1125-013	Investment in Subsidiary - RSA Columbus
010-0-000-1125-020	Investment in Subsidiary - AB May
010-0-000-1125-022	Investment in Subsidiary - A-1
010-0-000-1125-030	Investment in Subsidiary - RSA Knoxville
010-0-000-1125-040	Investment in Subsidiary - Hamrick-Daviston
010-0-000-1125-050	Investment in Subsidiary - Tidewater
010-0-000-1125-060	Investment in Subsidiary - Davis Heating & A/C
010-0-000-1125-061	Investment in Subsidiary - Berkeley Heating Co.
010-0-000-1125-070	Investment in Subsidiary - Raleigh Air
010-0-000-1125-080	Investment in Subsidiary - Total Heat & Air
010-0-000-1125-090	Investment in Subsidiary - CNR
010-0-000-1125-110	Investment in Subsidiary - Chilltrol
010-0-000-1605-000	Investments - GA Plumbing

"Property, Plant and Equipment

010-0-000-1400-000	Land
010-0-000-1405-000	Buildings
010-0-000-1410-000	Vehicles
010-0-000-1415-000	Equipment
010-0-000-1420-000	Computer - Hardware
010-0-000-1425-000	Phones
010-0-000-1430-000	Furniture / Fixtures
010-0-000-1435-000	Leasehold Improvements

Accumulated Depreciation

010-0-000-1505-000	Accum. Depr. - Building
010-0-000-1510-000	Accum. Depr. - Vehicles
010-0-000-1515-000	Accum. Depr. - Equipment
010-0-000-1520-000	Accum. Depr. - Computer - Hardware
010-0-000-1525-000	Accum. Depr. - Phones
010-0-000-1530-000	Accum. Depr. - Furniture / Fixtures
010-0-000-1535-000	Accum. Depr. - Leasehold Improvements

Other Assets

010-0-000-1700-000	Capitalized Acquisition Costs
010-0-000-1705-000	Employee Advances
010-0-000-1710-000	Deposits
010-0-000-1715-000	Deferred Taxes - Current
010-0-000-1720-000	Deferred Taxes - Long Term
010-0-000-1725-000	Deferred Financing Charges
010-0-000-1800-000	Goodwill
010-0-000-1805-000	Goodwill Amortization

Accounts Payable	
010-0-000-2010-000	Accounts Payable
010-0-000-2050-000	Accounts Payable - Other
010-0-000-2100-000	Accrued Expenses
010-0-000-2105-000	Accrued - Salary
010-0-000-2110-000	Accrued - Commissions
010-0-000-2115-000	Accrued - Comment Cards
010-0-000-2120-000	Accrued - Severance
010-0-000-2125-000	Accrued - Subcontractors
010-0-000-2605-000	Payable to RSE
Other Current Liabilities	
010-0-000-2200-000	Unearned Revenue
010-0-000-2330-000	Credit Union Withholding
010-0-000-2335-000	401k
010-0-000-2345-000	Chapter 13 Withheld
010-0-000-2350-000	Child Support W/H
010-0-000-2355-000	IRS Levy
010-0-000-2360-000	Garnishment Withheld
Taxes Payable	
010-0-000-2300-000	Federal Withholding Liability
010-0-000-2305-000	State Withholding Liability
010-0-000-2310-000	FICA Liability
010-0-000-2315-000	FICA Medicare liability
010-0-000-2320-000	FUTA
010-0-000-2325-000	SUTA
010-0-000-2370-000	Federal Income Tax Payable
010-0-000-2375-000	State Income Tax Payable
Notes Payable	
010-0-000-2400-000	Current Portion - Long Term Obligations
Leases Payable (Current)	
010-0-000-2405-000	Short Term Leases
Long-Term Liabilities	
010-0-000-2505-000	Warranty Repair Reserve
010-0-000-2510-000	Long Term Notes
010-0-000-2515-000	Long Term Capital Lease Obligations
Common Stock	
010-0-000-3015-000	Common Stock
Preferred Stock	
010-0-000-3040-000	Preferred Stock
Additional Paid-in Capital	
010-0-000-3060-000	Equity Contribution Receivable
010-0-000-3100-000	Paid In Capital
Retained Earnings	
010-0-000-3000-000	Retained Earnings
Sales 010-1-100-4050-000	Sales - HVAC Residential

010-1-150-4050-000	Sales - HVAC Instal. Residential
010-1-180-4050-000	Sales - Solar Heating Residential
010-1-200-4050-000	Sales - Plumbing Residential
010-1-250-4050-000	Sales - Plumbing Construction - Res.
010-1-300-4050-000	Sales - Electrical Residential
010-1-400-4050-000	Sales - Appliance Residential
010-1-500-4050-000	Sales - HVAC Agreement/Planned Maintenance - Res.
010-1-600-4050-000	Sales - Home Warranty
010-1-700-4050-000	Sales - Windows
010-1-750-4050-000	Sales - Roofing
010-1-800-4050-000	Sales - Inspections Residential
010-1-900-4050-000	Sales - Termite Residential
010-1-910-4050-000	Sales - Pest Control Residential
010-1-920-4050-000	Sales - Pretreat Residential
010-1-930-4050-000	Sales - Renewal Residential
010-1-999-4050-000	Sales - Other Residential
010-2-100-4050-000	Sales - HVAC Commercial Spot
010-2-150-4050-000	Sales - HVAC Commercial Install.
010-2-200-4050-000	Sales - Plumbing Commercial
010-2-250-4050-000	Sales - Plumbing Const. Commercial
010-2-300-4050-000	Sales - Electrical Commercial
010-2-400-4050-000	Sales - Appliance Commercial
010-2-500-4050-000	Sales - HVAC Agreement/Planned Maintenance - Comm.
010-2-800-4050-000	Sales - Inspections Commercial
010-2-900-4050-000	Sales - Termite Commercial
010-2-910-4050-000	Sales - Pest Control Commercial
010-2-920-4050-000	Sales - Pretreat Commercial
010-2-930-4050-000	Sales - Renewal Commercial
010-2-999-4050-000	Sales - Other Commercial
010-0-000-4060-000	Refund
010-0-000-4070-000	Discounts

Cost of Goods Sold

010-1-100-5000-000	Labor - HVAC Residential
010-1-150-5000-000	Labor - HVAC Instal. Residential
010-1-180-5000-000	Labor - Solar Heating Residential
010-1-200-5000-000	Labor - Plumbing Residential
010-1-250-5000-000	Labor - Plumbing Construction - Res.
010-1-300-5000-000	Labor - Electrical Residential
010-1-400-5000-000	Labor - Appliance Residential
010-1-500-5000-000	Labor - HVAC Agreement/Planned Maintenance - Res.
010-1-600-5000-000	Labor - Home Warranty
010-1-700-5000-000	Labor - Windows
010-1-750-5000-000	Labor - Roofing
010-1-800-5000-000	Labor - Inspections Residential
010-1-900-5000-000	Labor - Termite Residential
010-1-910-5000-000	Labor - Pest Control Residential
010-1-920-5000-000	Labor - Pretreat Residential
010-1-930-5000-000	Labor - Renewal Residential
010-1-999-5000-000	Labor - Other Residential
010-2-100-5000-000	Labor - HVAC Commercial Spot
010-2-150-5000-000	Labor - HVAC Commercial Install.
010-2-200-5000-000	Labor - Plumbing Commercial
010-2-250-5000-000	Labor - Plumbing Const. Commercial
010-2-300-5000-000	Labor - Electrical Commercial
010-2-400-5000-000	Labor - Appliance Commercial

010-2-500-5000-000 Labor - HVAC Agreement/Planned Maintenance - Comm.
 010-2-800-5000-000 Labor - Inspections Commercial
 010-2-900-5000-000 Labor - Termite Commercial
 010-2-910-5000-000 Labor - Pest Control Commercial
 010-2-920-5000-000 Labor - Pretreat Commercial
 010-2-930-5000-000 Labor - Renewal Commercial
 010-2-999-5000-000 Labor - Other Commercial
 010-1-100-5100-000 Materials - HVAC Residential
 010-1-150-5100-000 Materials - HVAC Instal. Residential
 010-1-180-5100-000 Materials - Solar Heating Residential
 010-1-200-5100-000 Materials - Plumbing Residential
 010-1-250-5100-000 Materials - Plumbing Construction - Res.
 010-1-300-5100-000 Materials - Electrical Residential
 010-1-400-5100-000 Materials - Appliance Residential
 010-1-500-5100-000 Materials - HVAC Agreement/Planned Maint. - Res.
 010-1-600-5100-000 Materials - Home Warranty
 010-1-700-5100-000 Materials - Windows
 010-1-750-5100-000 Materials - Roofing
 010-1-800-5100-000 Materials - Inspections Residential
 010-1-900-5100-000 Materials - Termite Residential
 010-1-910-5100-000 Materials - Pest Control Residential
 010-1-920-5100-000 Materials - Pretreat Residential
 010-1-930-5100-000 Materials - Renewal Residential
 010-1-999-5100-000 Materials - Other Residential
 010-2-100-5100-000 Materials - HVAC Commercial Spot
 010-2-150-5100-000 Materials - HVAC Commercial Install.
 010-2-200-5100-000 Materials - Plumbing Commercial
 010-2-250-5100-000 Materials - Plumbing Const. Commercial
 010-2-300-5100-000 Materials - Electrical Commercial
 010-2-400-5100-000 Materials - Appliance Commercial
 010-2-500-5100-000 Materials - HVAC Agreement/Planned Maint. - Comm.
 010-2-800-5100-000 Materials - Inspections Commercial
 010-2-900-5100-000 Materials - Termite Commercial
 010-2-910-5100-000 Materials - Pest Control Commercial
 010-2-920-5100-000 Materials - Pretreat Commercial
 010-2-930-5100-000 Materials - Renewal Commercial
 010-2-999-5100-000 Materials - Other Commercial
 010-1-100-5200-000 Vacation/Holiday - HVAC Residential
 010-1-150-5200-000 Vacation/Holiday - HVAC Instal. Residential
 010-1-180-5200-000 Vacation/Holiday - Solar Heating Residential
 010-1-200-5200-000 Vacation/Holiday - Plumbing Residential
 010-1-250-5200-000 Vacation/Holiday - Plumbing Construction - Res.
 010-1-300-5200-000 Vacation/Holiday - Electrical Residential
 010-1-400-5200-000 Vacation/Holiday - Appliance Residential
 010-1-500-5200-000 Vacation/Holiday - HVAC Agree./Planned Maint. - Res.
 010-1-600-5200-000 Vacation/Holiday - Home Warranty
 010-1-700-5200-000 Vacation/Holiday - Windows
 010-1-750-5200-000 Vacation/Holiday - Roofing
 010-1-900-5200-000 Vacation/Holiday - Termite Residential
 010-1-910-5200-000 Vacation/Holiday - Pest Control Residential
 010-1-920-5200-000 Vacation/Holiday - Pretreat Residential
 010-1-930-5200-000 Vacation/Holiday - Renewal Residential
 010-1-999-5200-000 Vacation/Holiday - Other Residential
 010-2-100-5200-000 Vacation/Holiday - HVAC Commercial Spot
 010-2-150-5200-000 Vacation/Holiday - HVAC Commercial Install.
 010-2-200-5200-000 Vacation/Holiday - Plumbing Commercial

010-2-250-5200-000 Vacation/Holiday - Plumbing Const. Commercial
 010-2-500-5200-000 Vacation/Holiday - HVAC Agree./Planned Maint. - Comm
 010-2-900-5200-000 Vacation/Holiday - Termite Commercial
 010-2-910-5200-000 Vacation/Holiday - Pest Control Commercial
 010-2-920-5200-000 Vacation/Holiday - Pretreat Commercial
 010-2-930-5200-000 Vacation/Holiday - Renewal Commercial
 010-2-999-5200-000 Vacation/Holiday - Other Commercial
 010-1-100-5210-000 Overtime - HVAC Residential
 010-1-150-5210-000 Overtime - HVAC Instal. Residential
 010-1-180-5210-000 Overtime - Solar Heating Residential
 010-1-200-5200-000 Overtime - Plumbing Residential
 010-1-250-5210-000 Overtime - Plumbing Construction - Res.
 010-1-300-5200-000 Overtime - Electrical Residential
 010-1-400-5210-000 Overtime - Appliance Residential
 010-1-500-5210-000 Overtime - HVAC Agreement/Planned Maintenance - Res.
 010-1-600-5210-000 Overtime - Home Warranty
 010-1-700-5210-000 Overtime - Windows
 010-1-750-5200-000 Overtime - Roofing
 010-1-900-5210-000 Overtime - Termite Residential
 010-1-910-5210-000 Overtime - Pest Control Residential
 010-1-920-5210-000 Overtime - Pretreat Residential
 010-1-930-5210-000 Overtime - Renewal Residential
 010-1-999-5210-000 Overtime - Other Residential
 010-2-100-5210-000 Overtime - HVAC Commercial Spot
 010-2-150-5210-000 Overtime - HVAC Commercial Install.
 010-2-200-5210-000 Overtime - Plumbing Commercial
 010-2-250-5210-000 Overtime - Plumbing Const. Commercial
 010-2-500-5210-000 Overtime - HVAC Agreement/Planned Maint. - Comm.
 010-2-900-5210-000 Overtime - Termite Commercial
 010-2-910-5210-000 Overtime - Pest Control Commercial
 010-2-920-5210-000 Overtime - Pretreat Commercial
 010-2-930-5210-000 Overtime - Renewal Commercial
 010-2-999-5210-000 Overtime - Other Commercial
 010-1-100-5290-000 Payroll Taxes - HVAC Residential
 010-1-150-5290-000 Payroll Taxes - HVAC Instal. Residential
 010-1-180-5290-000 Payroll Taxes - Solar Heating Residential
 010-1-200-5290-000 Payroll Taxes - Plumbing Residential
 010-1-250-5290-000 Payroll Taxes - Plumbing Construction - Res.
 010-1-300-5290-000 Payroll Taxes - Electrical Residential
 010-1-400-5290-000 Payroll Taxes - Appliance Residential
 010-1-500-5290-000 Payroll Taxes - HVAC Agreement/Planned Maint. - Res.
 010-1-600-5290-000 Payroll Taxes - Home Warranty
 010-1-700-5290-000 Payroll Taxes - Windows
 010-1-750-5290-000 Payroll Taxes - Roofing
 010-1-900-5290-000 Payroll Taxes - Termite Residential
 010-1-910-5290-000 Payroll Taxes - Pest Control Residential
 010-1-920-5290-000 Payroll Taxes - Pretreat Residential
 010-1-930-5290-000 Payroll Taxes - Renewal Residential
 010-1-999-5290-000 Payroll Taxes - Other Residential
 010-2-100-5290-000 Payroll Taxes - HVAC Commercial Spot
 010-2-150-5290-000 Payroll Taxes - HVAC Commercial Install.
 010-2-200-5290-000 Payroll Taxes - Plumbing Commercial
 010-2-250-5290-000 Payroll Taxes - Plumbing Const. Commercial
 010-2-500-5290-000 Payroll Taxes - HVAC Agree./Planned Maint. - Comm.
 010-2-900-5290-000 Payroll Taxes - Termite Commercial
 010-2-910-5290-000 Payroll Taxes - Pest Control Commercial

010-2-920-5290-000	Payroll Taxes - Pretreat Commercial
010-2-930-5290-000	Payroll Taxes - Renewal Commercial
010-2-999-5290-000	Payroll Taxes - Other Commercial
010-1-100-5300-000	Subcontractor - HVAC Residential
010-1-150-5300-000	Subcontractor - HVAC Instal. Residential
010-1-180-5300-000	Subcontractor - Solar Heating Residential
010-1-200-5300-000	Subcontractor - Plumbing Residential
010-1-250-5300-000	Subcontractor - Plumbing Construction - Res.
010-1-300-5300-000	Subcontractor - Electrical Residential
010-1-400-5300-000	Subcontractor - Appliance Residential
010-1-500-5300-000	Subcontractor - HVAC Agreement/Planned Maint. - Res.
010-1-600-5300-000	Subcontractor - Home Warranty
010-1-600-5300-001	Subcontractor - Home Warranty
010-1-700-5300-000	Subcontractor - Windows
010-1-750-5300-000	Subcontractor - Roofing
010-1-999-5300-000	Subcontractor - Other Residential
010-2-100-5300-000	Subcontractor - HVAC Service Commercial Spot
010-2-150-5300-000	Subcontractor - HVAC Commercial Install.
010-2-200-5300-000	Subcontractor - Plumbing Commercial
010-2-250-5300-000	Subcontractor - Plumbing Const. Commercial
010-2-999-5300-000	Subcontractor - Other Commercial
010-1-100-5400-000	Commissions - HVAC Residential
010-1-150-5400-000	Commissions - HVAC Instal. Residential
010-1-180-5400-000	Commissions - Solar Heating Residential
010-1-200-5400-000	Commissions - Plumbing Residential
010-1-250-5400-000	Commissions - Plumbing Construction - Res.
010-1-300-5400-000	Commissions - Electrical Residential
010-1-400-5400-000	Commissions - Appliance Residential
010-1-500-5400-000	Commissions - HVAC Agreement/Planned Maint. - Res.
010-1-600-5400-000	Commissions - Home Warranty
010-1-700-5400-000	Commissions - Windows
010-1-750-5400-000	Commissions - Roofing
010-1-800-5400-000	Commissions - Inspections Residential
010-1-900-5400-000	Commissions - Termite Residential
010-1-910-5400-000	Commissions - Pest Control Residential
010-1-920-5400-000	Commissions - Pretreat Residential
010-1-930-5400-000	Commissions - Renewal Residential
010-1-999-5400-000	Commissions - Other Residential
010-2-100-5400-000	Commissions - HVAC Commercial Spot
010-2-150-5400-000	Commissions - HVAC Commercial Install.
010-2-200-5400-000	Commissions - Plumbing Commercial
010-2-250-5400-000	Commissions - Plumbing Const. Commercial
010-2-500-5400-000	Commissions - HVAC Agree./Planned Maint. - Comm.
010-2-800-5400-000	Commissions - Inspections Commercial
010-2-900-5400-000	Commissions - Termite Commercial
010-2-910-5400-000	Commissions - Pest Control Commercial
010-2-920-5400-000	Commissions - Pretreat Commercial
010-2-930-5400-000	Commissions - Renewal Commercial
010-2-999-5400-000	Commissions - Other Commercial
010-1-100-5500-000	Vehicle Gas/Oil - HVAC Residential
010-1-150-5500-000	Vehicle Gas/Oil - HVAC Instal. Res.
010-1-180-5500-000	Vehicle Gas/Oil - Solar Heating Res.
010-1-200-5500-000	Vehicle Gas/Oil - Plumbing Residential
010-1-250-5500-000	Vehicle Gas/Oil/ - Plumbing Const. Res.
010-1-300-5500-000	Vehicle Gas/Oil - Electrical Residential
010-1-400-5500-000	Vehicle Gas/Oil - Appliance Residential

010-1-500-5500-000 Vehicle Gas/Oil - HVAC Agree./Plan'd Maint. - Res.
010-1-600-5500-000 Vehicle Gas/Oil - Home Warranty
010-1-700-5500-000 Vehicle Gas/Oil - Windows
010-1-750-5500-000 Vehicle Gas/Oil - Roofing
010-1-800-5500-000 Vehicle Gas/Oil - Inspections Res.
010-1-900-5500-000 Vehicle Gas/Oil - Termite Residential
010-1-910-5500-000 Vehicle Gas/Oil - Pest Control Residential
010-1-920-5500-000 Vehicle Gas/Oil - Pretreat Residential
010-1-930-5500-000 Vehicle Gas/Oil - Renewal Residential
010-1-999-5500-000 Vehicle Gas/Oil - Other Residential
010-2-100-5500-000 Vehicle Gas/Oil - HVAC Comm. Spot
010-2-150-5500-000 Vehicle Gas/Oil - HVAC Comm. Install.
010-2-200-5500-000 Vehicle Gas/Oil - Plumbing Commercial
010-2-250-5500-000 Vehicle Gas/Oil - Plumbing Const. Comm.
010-2-500-5500-000 Vehicle Gas/Oil - HVAC Agree./Plan'd Maint. - Comm.
010-2-800-5500-000 Vehicle Gas/Oil - Inspections Commercial
010-2-900-5500-000 Vehicle Gas/Oil - Termite Commercial
010-2-910-5500-000 Vehicle Gas/Oil - Pest Control Commercial
010-2-920-5500-000 Vehicle Gas/Oil - Pretreat Commercial
010-2-930-5500-000 Vehicle Gas/Oil - Renewal Commercial
010-2-999-5500-000 Vehicle Gas/Oil - Other Commercial
010-1-100-5505-000 Vehicle Maintenance and Repair - HVAC Residential
010-1-150-5505-000 Vehicle Maintenance and Repair - HVAC Instal. Res.
010-1-180-5505-000 Vehicle Maint/Repair - Solar Heating Res.
010-1-200-5505-000 Vehicle Maint/Repair - Plumbing Residential
010-1-250-5505-000 Vehicle Maint/Repair - Plumbing Const. Res.
010-1-300-5505-000 Vehicle Maint/Repair - Electrical Residential
010-1-400-5505-000 Vehicle Maint/Repair - Appliance Residential
010-1-500-5505-000 Vehicle Maint/Repair - HVAC Agree./Plan'd Maint. - Res.
010-1-600-5505-000 Vehicle Maintenance and Repair - Home Warranty
010-1-700-5505-000 Vehicle Maint/Repair - Windows
010-1-750-5505-000 Vehicle Maint/Repair - Roofing
010-1-800-5505-000 Vehicle Maint/Repair - Inspections Res.
010-1-900-5505-000 Vehicle Maint/Repair - Termite Residential
010-1-910-5505-000 Vehicle Maint/Repair - Pest Control Residential
010-1-920-5505-000 Vehicle Maint/Repair - Pretreat Residential
010-1-930-5505-000 Vehicle Maint/Repair - Renewal Residential
010-1-999-5505-000 Vehicle Maint/Repair - Other Residential
010-2-100-5505-000 Vehicle Maint/Repair - HVAC Comm. Spot
010-2-150-5505-000 Vehicle Maint/Repair - HVAC Comm. Install.
010-2-200-5505-000 Vehicle Maint/Repair - Plumbing Commercial
010-2-250-5505-000 Vehicle Maint/Repair - Plumbing Const. Comm.
010-2-500-5505-000 Vehicle Maint/Repair - HVAC Agree./Plan'd Maint. - Comm.
010-2-800-5505-000 Vehicle Maint/Repair - Inspections Commercial
010-2-900-5505-000 Vehicle Maint/Repair - Termite Commercial
010-2-910-5505-000 Vehicle Maint/Repair - Pest Control Commercial
010-2-920-5505-000 Vehicle Maint/Repair - Pretreat Commercial
010-2-930-5505-000 Vehicle Maint/Repair - Renewal Commercial
010-2-999-5505-000 Vehicle Maint/Repair - Other Commercial
010-1-100-5510-000 Vehicle Operating Lease - HVAC Residential
010-1-150-5510-000 Vehicle Operating Lease - HVAC Instal. Res.
010-1-180-5510-000 Vehicle Operating Lease - Solar Heating Res.
010-1-200-5510-000 Vehicle Operating Lease - Plumbing Residential
010-1-250-5510-000 Vehicle Operating Lease - Plumbing Const. Res.
010-1-300-5510-000 Vehicle Operating Lease - Electrical Residential
010-1-400-5510-000 Vehicle Operating Lease - Appliance Residential

010-1-500-5510-000 Vehicle Operating Lease - HVAC Agree./Plan'd Maint. - Res.
010-1-600-5510-000 Vehicle Operating Lease - Home Warranty
010-1-700-5510-000 Vehicle Operating Lease - Windows
010-1-750-5510-000 Vehicle Operating Lease - Roofing
010-1-800-5510-000 Vehicle Operating Lease - Inspections Res.
010-1-900-5510-000 Vehicle Operating Lease - Termite Residential
010-1-910-5510-000 Vehicle Operating Lease - Pest Control Residential
010-1-920-5510-000 Vehicle Operating Lease - Pretreat Residential
010-1-930-5510-000 Vehicle Operating Lease - Renewal Residential
010-1-999-5510-000 Vehicle Operating Lease - Other Residential
010-2-100-5510-000 Vehicle Operating Lease - HVAC Comm. Spot
010-2-150-5510-000 Vehicle Operating Lease - HVAC Comm. Install.
010-2-200-5510-000 Vehicle Operating Lease - Plumbing Commercial
010-2-250-5510-000 Vehicle Operating Lease - Plumbing Const. Comm.
010-2-500-5510-000 Vehicle Operat'g Lease - HVAC Agree./Plan'd Maint. - Comm.
010-2-800-5510-000 Vehicle Operating Lease - Inspections Commercial
010-2-900-5510-000 Vehicle Operating Lease - Termite Commercial
010-2-910-5510-000 Vehicle Operating Lease - Pest Control Commercial
010-2-920-5510-000 Vehicle Operating Lease - Pretreat Commercial
010-2-930-5510-000 Vehicle Operating Lease - Renewal Commercial
010-2-999-5510-000 Vehicle Operating Lease - Other Commercial
010-1-100-5520-000 Vehicle Tags/License - HVAC Residential
010-1-150-5520-000 Vehicle Tags/License - HVAC Instal. Res.
010-1-180-5520-000 Vehicle Tags/License - Solar Heating Res.
010-1-200-5520-000 Vehicle Tags/License - Plumbing Residential
010-1-250-5520-000 Vehicle Tags/License - Plumbing Const. Res.
010-1-300-5520-000 Vehicle Tags/License - Electrical Residential
010-1-400-5520-000 Vehicle Tags/License - Appliance Residential
010-1-500-5520-000 Vehicle Tags/License - HVAC Agree./Planned Maint. - Res.
010-1-600-5520-000 Vehicle Tags/License - Home Warranty
010-1-700-5520-000 Vehicle Tags/License - Windows
010-1-750-5520-000 Vehicle Tags/License - Roofing
010-1-800-5520-000 Vehicle Tags/License - Inspections Res.
010-1-900-5520-000 Vehicle Tags/License - Termite Residential
010-1-910-5520-000 Vehicle Tags/License - Pest Control Residential
010-1-920-5520-000 Vehicle Tags/License - Pretreat Residential
010-1-930-5520-000 Vehicle Tags/License - Renewal Residential
010-1-999-5520-000 Vehicle Tags/License - Other Residential
010-2-100-5520-000 Vehicle Tags/License - HVAC Comm. Spot
010-2-150-5520-000 Vehicle Tags/License - HVAC Comm. Install.
010-2-200-5520-000 Vehicle Tags/License - Plumbing Commercial
010-2-250-5520-000 Vehicle Tags/License - Plumbing Const. Comm.
010-2-500-5520-000 Vehicle Tags/License - HVAC Agree./Planned Maint. - Comm.
010-2-800-5520-000 Vehicle Tags/License - Inspections Commercial
010-2-900-5520-000 Vehicle Tags/License - Termite Commercial
010-2-910-5520-000 Vehicle Tags/License - Pest Control Commercial
010-2-920-5520-000 Vehicle Tags/License - Pretreat Commercial
010-2-930-5520-000 Vehicle Tags/License - Renewal Commercial
010-2-999-5520-000 Vehicle Tags/License - Other Commercial
010-1-100-5600-000 Insurance - Worker's Comp - HVAC Residential
010-1-150-5600-000 Insurance - Worker's Comp - HVAC Instal. Res.
010-1-180-5600-000 Insurance - Worker's Comp - Solar Heating Res.
010-1-200-5600-000 Insurance - Worker's Comp - Plumbing Residential
010-1-250-5600-000 Insurance - Worker's Comp - Plumbing Const. Res.
010-1-300-5600-000 Insurance - Worker's Comp - Electrical Residential
010-1-400-5600-000 Insurance - Worker's Comp - Appliance Residential

010-1-500-5600-000 Insurance - Worker's Comp - HVAC Agree./Plan'd
 Maint. - Res.
 010-1-600-5600-000 Insurance - Worker's Comp - Home Warranty
 010-1-700-5600-000 Insurance - Worker's Comp - Windows
 010-1-750-5600-000 Insurance - Worker's Comp - Roofing
 010-1-800-5600-000 Insurance - Worker's Comp - Inspections Res.
 010-1-900-5600-000 Insurance - Worker's Comp - Termite Residential
 010-1-910-5600-000 Insurance - Worker's Comp - Pest Control Residential
 010-1-920-5600-000 Insurance - Worker's Comp - Pretreat Residential
 010-1-930-5600-000 Insurance - Worker's Comp - Renewal Residential
 010-1-999-5600-000 Insurance - Worker's Comp - Other Residential
 010-2-100-5600-000 Insurance - Worker's Comp - HVAC Comm. Spot
 010-2-150-5600-000 Insurance - Worker's Comp - HVAC Comm. Install.
 010-2-200-5600-000 Insurance - Worker's Comp - Plumbing Commercial
 010-2-250-5600-000 Insurance - Worker's Comp - Plumbing Const. Comm.
 010-2-500-5600-000 Insurance - Worker's Comp - HVAC Agree./Plan'd
 Maint. - Comm.
 010-2-800-5600-000 Insurance - Worker's Comp - Inspections Commercial
 010-2-900-5600-000 Insurance - Worker's Comp - Termite Commercial
 010-2-910-5600-000 Insurance - Worker's Comp - Pest Control Commercial
 010-2-920-5600-000 Insurance - Worker's Comp - Pretreat Commercial
 010-2-930-5600-000 Insurance - Worker's Comp - Renewal Commercial
 010-2-999-5600-000 Insurance - Worker's Comp - Other Commercial

SG&A Expense

010-0-000-6000-000 Advertising
 010-0-000-6005-000 Advertising - Co-op Credits
 010-0-000-6010-000 Advertising - Marketing
 010-0-000-6015-000 Advertising - Promotion
 010-0-000-6020-000 Advertising - Promotion Radio
 010-0-000-6025-000 Advertising - TV
 010-0-000-6030-000 Advertising - Yellow Pages
 010-0-000-6100-000 Communications - Answering Service
 010-0-000-6105-000 Communications - Beepers / Cell Phone
 010-0-000-6110-000 Communications - Equipment Repair
 010-0-000-6115-000 Communications - Mobile Radios
 010-0-000-6120-000 Communications - Telephone Charges
 010-0-000-6200-000 Amortization Exp. - Goodwill
 010-0-000-6205-000 Depreciation Exp. - Building
 010-0-000-6210-000 Depreciation Exp. - Vehicles
 010-0-000-6215-000 Depreciation Exp. - Equipment
 010-0-000-6220-000 Depreciation Exp. - Computer - Hardware
 010-0-000-6225-000 Depreciation Exp. - Phones
 010-0-000-6230-000 Depreciation Exp. - Furniture & Fixtures
 010-0-000-6235-000 Depreciation Exp. - Leasehold
 010-0-000-6300-000 Insurance - Deductible/Direct Pay
 010-0-000-6305-000 Insurance - Health/Dental/Life/Disability
 010-0-000-6310-000 Insurance - Officer
 010-0-000-6315-000 Insurance - Other
 010-0-000-6320-000 Insurance - Package
 010-0-000-6325-000 Insurance - W/C
 010-0-000-6330-000 Insurance - Vehicle
 010-0-000-6400-000 Salaries
 010-0-000-6405-000 Salaries - Accounting
 010-0-000-6410-000 Salaries - Administrative
 010-0-000-6415-000 Salaries - Customer Service
 010-0-000-6420-000 Salaries - Dispatch
 010-0-000-6425-000 Salaries - Enterprises

010-0-000-6430-000 Salaries - Fleet / Garage / Warehouse
 010-0-000-6435-000 Salaries - Jury Duty
 010-0-000-6440-000 Salaries - Part Time
 010-0-000-6445-000 Salaries - Severance
 010-0-000-6450-000 Salaries - Telemarketing
 010-0-000-6500-000 401k Fees
 010-0-000-6510-000 401k Matching
 010-0-000-6520-000 Payroll Taxes
 010-0-000-6600-000 Employee Miscellaneous Benefits
 010-0-000-6605-000 Employee Relocation
 010-0-000-6610-000 Meals & Entertainment
 010-0-000-6615-000 Payroll Service Fees
 010-0-000-6620-000 Travel Expenses
 010-0-000-6625-000 Uniforms
 010-0-000-6700-000 Office Equipment
 010-0-000-6705-000 Office Equipment Lease/Rental
 010-0-000-6710-000 Office Equipment Repair & Maintenance
 010-0-000-6715-000 Office Supplies
 010-0-000-6800-000 Rent - Building
 010-0-000-6805-000 Repairs & Maintenance - Building
 010-0-000-6810-000 Utilities
 010-0-000-6900-000 Audit Fees
 010-0-000-6905-000 Consulting
 010-0-000-6910-000 Directors Fees
 010-0-000-6915-000 Legal Fees
 010-0-000-6920-000 Recruiting Fees
 010-0-000-7000-000 Bad Debt Expense
 010-0-000-7010-000 Bank/Credit Card Fees
 010-0-000-7020-000 Comment Cards
 010-0-000-7030-000 Credit Report Fees
 010-0-000-7040-000 Customer Damage
 010-0-000-7050-000 Product Warranty
 010-0-000-7060-000 Settlements / Claims
 010-0-000-7070-000 Vendor Finance Charge
 010-0-000-7100-000 Business Licenses
 010-0-000-7105-000 Permits
 010-0-000-7110-000 Personal Property Taxes
 010-0-000-7200-000 Computer Lease Expense
 010-0-000-7205-000 Software
 010-0-000-7210-000 Software Support
 010-0-000-7300-000 Equipment and Tool Rental
 010-0-000-7305-000 Heavy Equipment Repair & Maintenance
 010-0-000-7310-000 Shop Supplies - Small Tools
 010-0-000-7400-000 Auto Mileage Reimbursement
 010-0-000-7450-000 Freight
 010-0-000-7500-000 Postage
 010-0-000-7550-000 Contributions
 010-0-000-7600-000 Due Diligence Expense
 010-0-000-7650-000 Dues / Subscriptions
 010-0-000-7700-000 Training
 010-0-000-7750-000 Miscellaneous Expense
 010-0-000-7900-000 Corporate Administration Charge

Interest Expense

010-0-000-9100-000 Interest Expense
 010-0-000-9105-000 Interest Expense - Mortgage

Tax Expense	
010-0-000-9200-000	Tax Penalties
010-0-000-9205-000	Federal Income Tax Expense
010-0-000-9210-000	State Income Tax Expense
Other Income	
010-0-000-9300-000	Miscellaneous Income
010-0-000-9305-000	Interest Income
Gain/Loss on Asset Disposal	
010-0-000-9400-000	Loss/(Gain) on Asset Disposal

SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS
FOR DEPRECIATION, AMORTIZATION AND DEPLETION

Line No.	Item (a)	Total (b)	Electric (c)
1	UTILITY PLANT		
2	In Service		
3	Plant in Service (Classified)	\$3,088,359,341	Same
4	Property Under Capital Leases		as
5	Plant Purchased or Sold		Total
6	Completed Construction not Classified		
7	Experimental Plant Unclassified		
8	TOTAL (Enter Total of lines 3 thru 7)	3,088,359,341	
9	Leased to Others		
10	Held for Future Use	657,178	
11	Construction Work in Progress	10,529,270	
12	Acquisition Adjustments		
13	TOTAL Utility Plant (Enter Total of lines 8 thru 12)	3,099,545,789	
14	Accum. Prov. for Depr., Amort., & Depl.	1,184,173,892	
15	Net Utility Plant (Enter total of line 13 less 14)	\$1,915,371,897	
16	DETAIL OF ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION		
17	In Service:		
18	Depreciation	\$1,173,660,209	
19	Amort. and Depl. of Producing Natural Gas Land and Land Rights		
20	Amort. of Underground Storage Land and Land Rights		
21	Amort. of Other Utility Plant	10,513,683	
22	TOTAL in Service (Enter Total of lines 18 thru 21)	1,184,173,892	
23	Leased to Others		
24	Depreciation		
25	Amortization and Depletion		
26	TOTAL Leased to Others (Enter Total of lines 24 and 25)		
27	Held for Future Use		
28	Depreciation		
29	Amortization		
30	TOTAL Held for Future Use (Enter Total of lines 28 and 29)		
31	Abandonment of Leases (Natural Gas)		
32	Amort. of Plant Acquisition Adjustment		
33	TOTAL Accumulated Provisions (Should agree with line 14 above) (Enter Total of lines 22, 26, 30, 31, and 32)	\$1,184,173,892	

1. Report below the costs incurred for nuclear fuel materials in process of fabrication, on hand, in reactor, and in cooling; owned by the respondent. arrangements, attach a statement showing the amount of nuclear fuel leased, the quantity used and quantity on hand, and the costs incurred under such leasing arrangements.
2. If the nuclear fuel stock is obtained under leasing

Line No.	Description of Item (a)	Balance Beginning of Year (b)	Changes During Year	
			Additions (c)	
1	Nuclear Fuel in Process of Refinement, Conversion, Enrichment & Fabrication (120.1)			
2	Fabrication			
3	Nuclear Materials	\$0	\$41,363,353	
4	Allowance for Funds Used during Construction	2,181	420,947	
5	Other Overhead Construction Costs	142,767	697,195	
6	SUBTOTAL (Enter Total of lines 2 thru 5)	144,948		
7	Nuclear Fuel Materials and Assemblies			
8	In Stock (120.2)	0	0	
9	In Reactor (120.3)	105,348,086	0	
10	SUBTOTAL (Enter Total of lines 8 and 9)	105,348,086		
11	Spent Nuclear Fuel (120.4)	192,713,742	0	
12	Nuclear Fuel Under Capital Leases (120.6)			
13	(Less) Accum. Prov. for Amortization of Nuclear Fuel Assemblies (120.5)	232,590,371	0	
14	TOTAL Nuclear Fuel Stock (Enter Total lines 6, 10, 11 and 12 less line 13)	\$65,616,405		
15	Estimated Net Salvage Value of Nuclear Materials in line 9			
16	Estimated Net Salvage Value of Nuclear Materials in line 11			
17	Estimated Net Salvage Value of Nuclear Materials in Chemical Processing			
18	Nuclear Materials Held for Sale (157)			
19	Uranium			

20 Plutonium
21 Other
22 TOTAL Nuclear Materials Held for Sale
(Enter Total of lines 19, 20 and 21)

Amortization (d)	Changes During the Year Other Reductions (Explain in a footnote) (e)	Balance End of Year (f)	Line No.
			1
			2
		\$41,363,353	3
		423,128	4
		839,962	5
		42,626,443	6
			7
		0	8
		105,348,086	9
		105,348,086	10
		192,713,742	11
			12
\$36,177,859		268,768,230	13
		\$71,920,041	14
			15
			16
			17
			18
			19
			20
			21
			22

1. Report below the original cost of electric plant in service according to the prescribed accounts.
2. In addition to Account 101, Electric Plant in Service (Classified), this page and the next include Account 102, Electric Plant Purchased or Sold; Account 103, Experimental Electric Plant Unclassified; and Account 106, Completed Construction Not Classified - Electric.
3. Include in column (c) or (d), as appropriate, corrections of additions and retirements for the current or preceding year.
4. Enclose in parentheses credit adjustments of plant accounts to indicate the negative effect of such accounts.
5. Classify Account 106 according to prescribed accounts, on an estimated basis if necessary, and include the entries

in column (c) . Also to be included in column (c) are entries for reversals of tentative distributions of prior year reported in column (b). Likewise, if the respondent has a significant amount of plant retirements which have not been classified to primary accounts at the end of the year, include in column (d) a tentative distribution of such retirements, on an estimated basis, with appropriate contra entry to the account for accumulated depreciation provision. Include also in column (d) reversals of tentative distributions of prior year of unclassified retirements. Show in a footnote the account distributions of these tentative classifications in columns (c) and (d), including the reversals of the prior years

Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)
1	1. INTANGIBLE PLANT		
2	(301) Organization		
3	(302) Franchises and Consents		
4	(303) Miscellaneous Intangible Plant	\$15,387,887	\$1,367,671
5	TOTAL Intangible Plant (Enter Total of lines 2, 3, and 4)	15,387,887	1,367,671
6	2. PRODUCTION PLANT		
7	A. Steam Production Plant		
8	(310) Land and Land Rights		
9	(311) Structures and Improvements		
10	(312) Boiler Plant Equipment		
11	(313) Engines and Engine-Driven Generators		
12	(314) Turbogenerator Units		
13	(315) Accessory Electric Equipment		
14	(316) Misc. Power Plant Equipment		
15	TOTAL Steam Production Plant (Enter Total of lines 8 thru 14)		
16	B. Nuclear Production Plant		
17	(320) Land and Land Rights	7,258,691	
18	(321) Structures and Improvements	868,941,236	2,434,524
19	(322) Reactor Plant Equipment	1,381,122,287	1,950,227
20	(323) Turbogenerator Units	361,051,392	949,238
21	(324) Accessory Electric Equipment	289,359,820	598,068
22	(325) Misc. Power Plant Equipment	133,538,212	2,712,742
23	TOTAL Nuclear Production Plant (Enter Total of lines 17 thru 22)	3,041,271,638	8,644,799
24	C. Hydraulic Production Plant		
25	(330) Land and Land Rights		
26	(331) Structures and Improvements		
27	(332) Reservoirs, Dams, and Waterways		
28	(333) Water Wheels, Turbines, and Generators		
29	(334) Accessory Electric Equipment		
30	(335) Misc. Power Plant Equipment		
31	(336) Roads, Railroads, and Bridges		
32	TOTAL Hydraulic Production Plant (Enter Total of lines 25 thru 31)		
33	D. Other Production Plant		
34	(340) Land and Land Rights		
35	(341) Structures and Improvements		
36	(342) Fuel Holders, Products, and Accessories		
37	(343) Prime Movers		
38	(344) Generators		
39	(345) Accessory Electric Equipment		

tentative account distributions of these amounts. Careful observance of the above instructions and the texts of Accounts 101 and 106 will avoid serious omissions of the reported amount of respondent's plant actually in service at end of year.

6. Show in column (f) reclassifications or transfers within utility plant accounts. Include also in column (f) the additions or reductions of primary account classifications arising from distribution of amounts initially recorded in Account 102. In showing the clearance of Account 102, include in column (e) the amounts with respect to accumulated provision for depreciation, acquisition adjustments, etc., and show in column (f) only the offset to the debits or credits distributed in column (f) to primary account classifications.

7. For Account 399, state the nature and use of plant included in this account and if substantial in amount submit a supplementary statement showing subaccount classification of such plant conforming to the requirements of these pages.

8. For each amount comprising the reported balance and changes in Account 102, state the property purchased or sold, name of vendor or purchaser, and date of transaction. If proposed journal entries have been filed with the Commission as required by the Uniform System of Accounts, give also date of such filing.

Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)	Line No.
				1
				(301) 2
				(302) 3
\$161,260			\$16,594,298	(303) 4
161,260			16,594,298	5
				6
				7
				(310) 8
				(311) 9
				(312) 10
				(313) 11
				(314) 12
				(315) 13
				(316) 14
				15
				16
			\$7,258,691	(320) 17
\$12,338			871,363,422	(321) 18
3,864,082			1,379,208,432	(322) 19
229,344			361,771,286	(323) 20
60,136			289,897,752	(324) 21
1,128,696			135,122,258	(325) 22
5,294,596			3,044,621,841	23
				24
				(330) 25
				(331) 26
				(332) 27
				(333) 28
				(334) 29
				(335) 30
				(336) 31
				32
				33
				(340) 34
				(341) 35
				(342) 36
				(343) 37
				(344) 38
				(345) 39

Line No.	Account (a)	Balance at Beginning of Year (b)	Additions (c)
40	(346) Misc. Power Plant Equipment		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)		
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32 and 41)	\$3,041,271,638	\$8,644,799
43	3. TRANSMISSION PLANT		
44	(350) Land and Land Rights	756	
45	(352) Structures and Improvements	555,455	0
46	(353) Station Equipment	22,782,978	0
47	(354) Towers and Fixtures		
48	(355) Poles and Fixtures	123,948	0
49	(356) Overhead Conductors and Devices	83,867	0
50	(357) Underground Conduit		
51	(358) Underground Conductors and Devices		
52	(359) Roads and Trails		
53	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	23,547,004	0
54	4. DISTRIBUTION PLANT		
55	(360) Land and Land Rights		
56	(361) Structures and Improvements		
57	(362) Station Equipment		
58	(363) Storage Battery Equipment		
59	(364) Poles, Towers, and Fixtures		
60	(365) Overhead Conductors and Devices		
61	(366) Underground Conduit		
62	(367) Underground Conductors and Devices		
63	(368) Line Transformers		
64	(369) Services		
65	(370) Meters		
66	(371) Installations on Customer Premises		
67	(372) Leased Property on Customer Premises		
68	(373) Street Lighting and Signal Systems		
69	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)		
70	5. GENERAL PLANT		
71	(389) Land and Land Rights		
72	(390) Structures and Improvements		
73	(391) Office Furniture and Equipment	2,745,734	459,686
74	(392) Transportation Equipment		
75	(393) Stores Equipment		
76	(394) Tools, Shop and Garage Equipment		
77	(395) Laboratory Equipment		
78	(396) Power Operated Equipment		
79	(397) Communication Equipment	390,778	0
80	(398) Miscellaneous Equipment		
81	SUBTOTAL(Enter Total of lines 71 thru 80)	3,136,512	459,686
82	(399) Other Tangible Property		
83	TOTAL General Plant (Enter Total of lines 81 and 82)	3,136,512	459,686
84	TOTAL (Accounts 101 and 106)	3,083,343,041	10,472,156
85	(102) Electric Plant Purchased (See Instr. 8)		
86	(Less) (102) Electric Plant Sold (See Instr. 8)		
87	(103) Experimental Plant Unclassified		
88	TOTAL Electric Plant in Service (Enter Total of Lines 84 thru 87)	\$3,083,343,041	\$10,472,156

Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)	Line No. (346)
				40
				41
\$5,294,596			\$3,044,621,841	42
				43
			\$756	(350) 44
\$0			555,455	(352) 45
			22,782,978	(353) 46
				(354) 47
			123,948	(355) 48
			83,867	(356) 49
				(357) 50
				(358) 51
				(359) 52
0			\$23,547,004	53
				54
				(360) 55
				(361) 56
				(362) 57
				(363) 58
				(364) 59
				(365) 60
				(366) 61
				(367) 62
				(368) 63
				(369) 64
				(370) 65
				(371) 66
				(372) 67
				(373) 68
				69
				70
				(389) 71
				(390) 72
0			3,205,420	(391) 73
				(392) 74
				(393) 75
				(394) 76
				(395) 77
				(396) 78
0			390,778	(397) 79
				(398) 80
0			3,596,198	81
				(399) 82
0			3,596,198	83
5,455,856			3,088,359,341	84
				(102) 85
				86
				(103) 87
\$5,455,856			\$3,088,359,341	88

1. Report separately each property held for future use at end of the year having an original cost of \$250,000 or more. Group other items of property held for future use.

2. For property having an original cost of \$250,000 or more previously used in utility operations, now held for future use, give in column (a), in addition to other required information, the date that utility use of such property was discontinued, and the date the original cost was transferred to Account 105.

Line No.	Description and Location of Property (a)	Date Originally Included in This Account (b)	Date Expected to be Used in Utility Service (c)	Balance at End of Year (d)
1	Land and Land Rights:			
2				
3	None			
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21	Other Property:			
22				
23	Reclassified from Account 107	Dec. 1985	Unknown	\$657,178
24	(KGE only)			
25				
26				
27				
28				
29				
30				
31				
32				
33				
34				
35				
36				
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44				
45				
46				
47	TOTAL			\$657,178

1. Report below descriptions and balances at end of year of projects in process of construction (107).
2. Show items relating to "research, development, and demonstration" projects last, under a caption Research, Development, and Demonstration (see Account 107 of the Uniform System of Accounts).
3. Minor projects (5% of the Balance End of the Year for Account 107 or \$100,000, whichever is less) may be grouped.

Line No.	Description of Project (a)	Construction Work in Progress - Electric (Account 107) (b)
1		
2	Outage Portion of AK Upgrade	572,589
3	NPIS Hardware/Software Upgrade	2,093,176
4	Distributed Control System to Digital	379,516
5	Modify Service Water Piping	101,517
6	EGHV0015/16/53/54 Replacements	281,139
7	Secondary Side Rerate Study/Design	154,161
8	Training Facility at Post 21	3,403,569
9	RCP Shaft Replacement	1,059,309
10	Skills Training Center Mock-Ups	258,686
11	Miscellaneous Minor Projects (32) and Unapplied Engineering	2,225,608
12		
13		
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46		
	TOTAL	10,529,270

1. List in column (a) the kinds of overheads according to the titles used by the respondent. Charges for outside professional services for engineering fees and management or supervision fees capitalized should be shown as separate items.

2. On page 218 furnish information concerning construction overheads.

3. A respondent should not report "none" to this page if no overhead apportionments are made, but rather should explain on page 218 the accounting procedures employed and the amounts of engineering, supervision and administrative costs, etc., which are directly charged to construction.

4. Enter on this page engineering, supervision, administrative, and allowance for funds used during construction, etc., which are first assigned to a blanket work order and then prorated to construction jobs.

Line No.	Description of Overhead (a)	Total Amount Charged for the Year (b)
1		
2	Labor - Pension, Benefits, and Payroll Taxes Overheads	\$675,945
3	Material Issues Overheads	896,917
4	Construction Proration Overheads	2,149,440
5	Allowance for Funds Used During Construction (KGE)	91,675
6	Allowance for Funds Used During Construction (KCPL)	57,158
7	(See Page 218 for explanatory information)	
8		
9		
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45		
46	TOTAL	\$3,871,135

1. For each construction overhead explain: (a) the nature and extent of work, etc., the overhead charges are intended to cover, (b) the general procedure for determining the amount capitalized, (c) the method of distribution to construction jobs, (d) whether different rates are applied to different types of construction, (e) basis of differentiation in rates for different types of construction, and (f) whether the overhead is directly or indirectly assigned.

2. Show below the computation of allowance for funds used during construction rates, in accordance with the provisions of Electric Plant instructions 3 (17) of the U.S. of A.

3. Where a net-of-tax rate for borrowed funds is used, show the appropriate tax effect adjustment to the computations below in a manner that clearly indicates the amount of reduction in the gross rate for tax effects.

1. Labor overheads are calculated based on a percentage of costs for Pensions, Benefits, Taxes, and Injuries & Damages to total labor costs and spread to active projects on a monthly basis.
2. Material overheads are calculated based on a percentage of salaries and expenses of storeroom, purchasing, and inventory control personnel to the total material issues and spread to active projects on a monthly basis.
3. Construction overheads are calculated based on a study of indirect charges and prorated based on charges to active projects.
4. (a) Allowance for funds used during construction has been applied to all construction costs on 2001 projects costing more than \$25,000 where the construction period continues into two or more months, except those for purchases of equipment which are available for service upon receipt.
 (b) The allowance computation period is from the month of the first charge to the inservice month of the project.
 (c) The average AFUDC rate was 8.12% in 2001 for Kansas Gas and Electric Company and 6.81% for Kansas City Power & Light Company. Kansas Electric Power Cooperative, Inc. did not capitalize any interest during 2001.

COMPUTATION OF ALLOWANCE FOR FUNDS USED DURING CONSTRUCTION RATES

For line 1(5), column (d) below, enter the rate granted in the last rate proceeding. If such is not available, use the average rate earned during the preceding three years.

1. Components of Formula

(Derived from actual book balances and actual cost rates):

Line No.	Title (a)	Amount (b)	Capitalization Ratio (Percent) (c)	Cost Rate Percentage (d)
(1)	Average Short-Term Debt	S		
(2)	Short-Term Interest			s
(3)	Long-Term Debt	D		d
(4)	Preferred Stock	P		p
(5)	Common Equity	C		c
(6)	Total Capitalization		100%	
(7)	Average Construction Work in Progress Balance	W		

2. Gross Rate for Borrowed Funds

$$s \left(\frac{S}{W} \right) + d \left(\frac{D}{D+P+C} \right) (1 - \dots)$$

S N/A Each owner will provide its own AFUDC computation.
W

3. Rate for Other Funds

$$\left[1 - \frac{S}{W} \right] \left[\frac{p}{D+P+C} + \frac{c}{D+P+C} \right]$$

4. Weighted Average Rate Actually Used for the Year:

- a. Rate for Borrowed Funds -
- b. Rate for Other Funds -

1. Explain in a footnote any important adjustments during the year.
2. Explain in a footnote any difference between the amount for book cost of plant retired, line 11, column (c), and that reported for electric plant in service, pages 204-207, column (d), excluding retirements of non-depreciable property.
3. The provisions of Account 108 in the Uniform System of Accounts require that retirements of depreciable plant be recorded when such plant is removed from service. If the respondent has a significant amount of plant retired at year end which has not been recorded and/or classified to the various reserve functional classifications, make preliminary closing entries to tentatively functionalize the book cost of the plant retired. In addition, include all costs included in retirement work in progress at year end in the appropriate functional classifications.
4. Show separately interest credits under a sinking fund or similar method of depreciation accounting.

Section A. Balances and Changes During Year

Line No.	Item (a)	Total (c+d+e) (b)	Electric Plant in Service (c)	Electric Plant Held for Future Use (d)	Electric Plant Leased to Others (e)
1	Balance Beginning of Year	\$1,092,744,022	\$1,092,744,022		
2	Depreciation Provisions for Year, Charged to				
3	(403) Depreciation Expense	86,563,020	86,563,020		
4	(413) Exp. of Elec. Plt. Leas. to Others				
5	Transportation Expenses-Clearing				
6	Other Clearing Accounts				
7	Other Accounts (Specify):				
8					
9	TOTAL Deprec. Prov. for Year				
	Enter Total of lines 3 thru 8)	86,563,020	86,563,020		
10	Net Charges for Plant Retired:				
11	Book Cost of Plant Retired	5,294,596	5,294,596		
12	Cost of Removal	474,823	474,823		
13	Salvage (Credit)	122,586	122,586		
14	TOTAL Net Chrgs. for Plant Ret.	5,646,833	5,646,833		
	(Enter Total of lines 11 thru 13)				
	15 Other Debit or Credit Items (Describe):				
16					
17	Balance End of Year (Enter Total of lines 1, 9, 14, 15, and 16)	\$1,173,660,209	\$1,173,660,209		
	Section B. Balances at End of Year According to Functional Classifications				
18	Steam Production				
19	Nuclear Production				Accumulated depreciation is not recorded on a functional basis.
20	Hydraulic Production - Conventional				However, over 99% is under nuclear production.
21	Hydraulic Production - Pumped Storage				
22	Other Production				
23	Transmission				
24	Distribution				
25	General				
26	TOTAL (Enter Total of lines 18 thru 25)	\$1,173,660,209	\$1,173,660,209		

1. For Account 154, report the amount of plant materials and operating supplies under the primary functional classifications as indicated in column (a); estimates of amounts by function are acceptable. In column (d), designate the department or departments which use the class of material.

2. Give an explanation of important inventory adjustments during the year (in a footnote) showing general classes of material and supplies and the various accounts (operating expenses, clearing accounts, plant, etc.) affected - debited or credited. Show separately debits or credits to stores expense-clearing, if applicable.

Line No.	Account (a)	Balance Beginning of Year (b)	Balance End of Year (c)	Department or Departments Which Use Material (d)
1	Fuel Stock (Account 151)	\$299,250	\$292,176	Electric Only
2	Fuel Stock Expenses Undistributed (Account 152)			
3	Residuals and Extracted Products (Account 153)			
4	Plant Materials and Operating Supplies (Account 154)			
5	Assigned to - Construction (Estimated)			
6	Assigned to - Operations and Maintenance			
7	Production Plant (Estimated)			
8	Transmission Plant (Estimated)			
9	Distribution Plant (Estimated)			
10	Assigned to - Other			
11	TOTAL Account 154 (Total of lines 5 thru 10)	34,773,178	37,650,172	
12	Merchandise (Account 155)			
13	Other Materials and Supplies (Account 156)			
14	Nuclear Materials Held for Sale (Account 157) (Not applicable to Gas Utilities)			
15	Stores Expense Undistributed (Account 163)	652,452	737,833	
16				
17				
18				
19				
20	TOTAL Materials and Supplies (per Balance Sheet)	\$35,724,880	\$38,680,181	

