

4.

- a) issues related to processing this application
- b) consumer issues
- c) customer service complaint resolution
- d) technical and service quality issues and compliance with service quality standards and remedies
- e) "tariff" and pricing issues
- f) security/law enforcement

Name: Steve Hardy

Title: Vice President of Business Services

Mailing Address: 155 North 400 West, Suite 100

Telephone Number: 801-924-9490

Facsimile Number: 801-994-2960

Email Address: shardy@ccicom.com

12.

Chris Nottoli: President. 12 years of telecom experience in management, sales, accounting, and cost accounting functions

Jeff Parson: COO. 18 years of telecom experience in sales and management.

Steve Hardy: VP of Sales. 15 years of telecom experience in sales and management.

Mike Lane: Director of Technical Operations. 20 years of telecom experience in technical and managerial positions.

In order to handle customer complaints or service issues, CCI Communications operates a call center. The call center is open from 5:00 am to 1:00 am, MST, seven days per week.

If a customer calls in with a complaint, the customer service representative has authority to try to resolve the complaint immediately, including recharging the phone card or issuing a refund. If a customer cannot be satisfied by the customer service representative, the customer is transferred to the call center supervisor for final resolution of the complaint.

State of Illinois

6/19/06

CCI Communications
Balance Sheet
3/31/06

Cash	2,300,000
Accounts Receivable	3,472,000
Inventory	17,000
Fixed Assets	1,487,000
Accumulated Depreciation	<u>(1,341,000)</u>
Net Fixed Assets	146,000
Total Assets	<u><u>5,935,000</u></u>
Accounts Payable	168,000
Accrued Liabilities	2,625,000
Deferred Revenue	1,891,000
Debt	11,000
Equity & Retained Earnings	1,240,000
Total Liabilities & Equity	<u><u>5,935,000</u></u>

CCI Communications
Statement of Operations
For the Three Months Ended March 31, 2006

	<u>2006</u>
Income	8,311,000
Cost of Goods Sold	6,110,000
Gross Profit	<u>2,201,000</u>
Selling, General & Administrative Expense	1,545,000
Other Income(Expense)	11,000
Net Income	<u><u>667,000</u></u>

**OPERATING AGREEMENT
OF
CCI COMMUNICATIONS LLC,
a Delaware limited liability company**

This OPERATING AGREEMENT OF CCI COMMUNICATIONS LLC (this "Agreement") is entered into effective as of January 8, 2002 (the "Effective Date") by and among (a) CREATIVE COMMUNICATIONS, INC. (dba CCI Communications, Inc.), a Utah corporation ("CCI"); (b) CHRISTOPHER G. NOTTOLI, an individual ("CGN"); and (c) DAVID CHRISTENHOLZ, an individual ("DC"), with reference to the following recitals:

A. CCI, CGN and DC (each, a "Member") desire to form a limited liability company under the laws of the State of Delaware.

B. The Members now desire to set forth their respective rights, obligations and interests with respect to such limited liability company and its property.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants, promises and agreements set forth herein, the parties hereby agree as follows:

1. ORGANIZATION

1.1 Formation and Name.

The Members hereby associate themselves as members in a limited liability company (the "Company") to operate under the name of "CCI Communications LLC, a limited liability company," formed pursuant to and in accordance with the Delaware Limited Liability Company Act, Chapter 18, Sections 18-101 et seq., of the Delaware Corporation Laws (as now or hereafter amended, the "Act"). The rights and obligations of the Members and the formation, operation, administration and termination of the Company shall be governed by the laws of the State of Delaware.

1.2 Statutory Compliance.

As of the Effective Date hereof, the "Manager" (as defined in Section 7.1 hereof) has caused to be executed and filed on behalf of the Company a Certificate of Formation (the "Certificate") in the office of the Delaware Secretary of State. The Manager hereafter shall cause to be executed, acknowledged, recorded, filed and/or published any and all renewals, restatements and amendments of the Company's Certificate and any and all other documents or instruments which are "Approved by the Manager" (as defined in Section 2.2 hereof) or which are otherwise required by law. The Manager shall have the sole and absolute discretion to determine whether any renewal, restatement or amendment of the Company's Certificate or any other document or instrument is required by law; and each Member hereby waives any right to petition the Delaware Court of Chancery to direct the execution, acknowledgment, recordation, filing or publication thereof under Section 18-205 of the Act.

1.3 Personal Property.

The term "Member Interest" means, with respect to each Member, such Member's entire right, title and interest in and to the Company and in, to and under this Agreement, including, without limitation, (a) the right of such Member to a return of such Member's "Capital Contributions" (as defined in Section 3.2.3 hereof), (b) the right of such Member to an allocation of "Profits" and "Losses" (as defined in Section 5.1.6 hereof) and the items of income, gain, loss and deduction under Sections 5.2 and 5.3 hereof, (c) the right of such Member to allocations of tax items as required by Section 5.4 hereof, (d) the right of such Member to distributions described in Articles 6 and 10 hereof, and (e) any and all "Proceeds" (as defined in Section 2.1 hereof) of any of the foregoing. Each Member's Member Interest in the Company shall be the personal property of such Member for all purposes. All interests in all property, whether tangible or intangible, from time to time owned by the Company (collectively, the "Company Property"), shall be deemed owned by the Company as an entity, and no Member, individually, shall have any ownership of such Company Property. Upon Approval of the Manager, at any time during the term of the Company, the Company may issue a certificate evidencing each Member Interest in the Company then outstanding, in accordance with Section 18-702(c) of the Act. Upon Approval of the Members and Approval of the Manager, the Company may redeem any Member's Member Interest or any part thereof for the fair value thereof; and upon such redemption, such Member Interest or the redeemed part thereof shall be deemed canceled in accordance with Section 18-702(e) of the Act, and all Members' "Percentage Interests" (as defined in Section 3.1 hereof) shall be adjusted and restated.

1.4 Scope of Authority.

Except as otherwise provided in this Agreement, no Member shall have any authority to act for, or assume any obligations or responsibility on behalf of, any other Member or the Company.

1.5 Place of Business.

The Company's principal office shall be located at 155 North 400 West, Suite 100, Salt Lake City, Utah 84103, or at such other place or places as from time to time determined by the Manager.

1.6 Information to be Maintained by Company.

The Manager shall keep at the Company's principal place of business such records and information as may from time to time be required by the Act and by all other applicable laws.

1.7 Registered Agent; Registered Office.

The Company's initial Delaware registered agent and registered office are set forth in the Certificate. The Manager may change the Company's registered agent and registered office by the filing of an amendment to the Company's Certificate.

2. PURPOSES AND SCOPE

2.1 Purposes.

The term "Contract Rights" means any and all rights, powers, privileges, authority and interests of CCI in and to those certain agreements, instruments and documents described on Exhibit A (attached hereto and incorporated herein by this reference). The term "Proceeds" means any dividend, distribution, sales proceeds, securities, rent, revenue, income, fee, reimbursement, compensation, remuneration, claim, right, power, privilege or other benefit, of any kind whatsoever, derived from or related to the Contract Rights or any interest therein or part thereof, whether such benefit is vested or unvested, contingent, deferred or fixed, legal or equitable in nature, disputed or undisputed, liquidated or unliquidated. The purposes of the Company shall be limited to the following activities: (a) acquiring, holding, managing, dealing with, borrowing against, pledging, selling, transferring and otherwise disposing of one or more interests in the Contract Rights; (b) acquiring, holding, managing, dealing with, investing, borrowing against, pledging, transferring, assigning and otherwise disposing of any and all Proceeds of the Contract Rights; (c) taking any and all actions and executing, acknowledging, verifying, entering into, delivering, recording and filing any and all agreements, amendments, instruments and other documents necessary or appropriate to the activities described in the foregoing clauses (a) and (b); and (d) taking any and all other actions permitted by this Agreement or otherwise "Approved by the Members" (as defined in Section 2.2 hereof). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, to the extent that any Proceeds, whether derived from or related to the Contract Rights, whether immediate Proceeds or intermediate Proceeds, constitute "Distributable Cash" (as defined in Section 6.1.1 hereof), the Company shall distribute such Proceeds to the Members, in accordance with Article 6 hereof and its related sections and subsections, no later than the earlier of (1) ninety (90) days following the date on which the Company receives such Proceeds or (2) December 31 of the year in which the Company receives such Proceeds; and in no event shall the Company be permitted to otherwise hold, manage, deal with, invest, borrow against, pledge, replace, upgrade, market, lease, sell, lend, transfer, assign or dispose of such Proceeds.

2.2 Approvals.

The phrases "Approved by the Members" or "Approval of the Members" each mean the unanimous vote, consent, decision, determination, judgment, decree, instruction, authorization, waiver, resolution or other approval of all Members, each Member's approval being a matter within such Member's sole and absolute discretion. The phrases "Approved by the Manager" or "Approval of the Manager" each mean the consent, decision, determination, judgment, decree, instruction, authorization, waiver, resolution or other approval of the Manager acting alone, in the Manager's sole and absolute discretion. The Members acknowledge that this Section 2.2 provides the sole method of determining the Approval of the Members and the Approval of the Manager, and the Members hereby waive any right to contest or adjudicate such determination under Section 18-110(b) of the Act.

3. CONTRIBUTIONS

3.1 Percentage Interests.

Each Member shall have the following percentage interest in the Company (with respect to each Member, its "Percentage Interest"):

<u>Member</u>	<u>Percentage Interest</u>
CCI	99.00%
CGN	0.50%
DC	<u>0.50%</u>
Total:	100.0%

3.2 Capital Contributions.

3.2.1 Initial Contributions. No Member shall have any right, power, privilege or authority or any duty, liability or obligation to make any initial contribution to the capital of the Company (each, an "Initial Contribution"), unless otherwise Approved by the Members. The timing, manner and agreed value of any such Initial Contribution shall be determined by Approval of the Members; and each Member shall make such Member's Initial Contribution (if any) in accordance with such approval. Upon making such Initial Contribution, such Member shall receive a credit to such Member's "Capital Account" (as defined in Section 4.1 hereof) for such Initial Contribution under this Section 3.2.1 in an amount equal to the agreed value of such Initial Contribution.

3.2.2 Additional Contributions. No Member shall have any right, power, privilege or authority or any duty, liability or obligation to make any additional contribution to the capital of the Company (each, an "Additional Contribution"), unless otherwise Approved by the Members. The timing, manner and agreed value of any such Additional Contribution shall be determined by Approval of the Members; and each Member shall make such Member's Additional Contribution (if any) in accordance with such approval. Upon making such Additional Contribution, such Member shall receive a credit to such Member's Capital Account for such Additional Contribution under this Section 3.2.2 in an amount equal to the agreed value thereof.

3.2.3 Capital Contributions. The term "Capital Contributions" with respect to any Member, means the sum of such Member's Initial Contribution, if any, plus all of such Member's Additional Contributions, if any.

3.3 No Priorities of Members.

No Member shall have the right to withdraw or to reduce any Capital Contributions made by such Member to the Company. No Member shall have the right to demand or to receive property other than cash in return of any Capital Contributions made by such Member to the Company, nor shall any Member have priority over any other Member, either as to the

return of any such Capital Contributions or as to Profits, Losses, tax items pursuant to Section 5.4 hereof, or distributions described in Articles 6 or 10, except as specifically provided herein.

3.4 Limited Liability.

No Member will be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company except to the extent required by this Agreement or applicable law.

3.5 No Third Party Beneficiaries.

The right of any Member to make Capital Contributions and otherwise to do, perform, satisfy or discharge any liability or obligation hereunder, or to pursue any other right or remedy hereunder or provided at law or in equity, shall not confer any right or claim upon or otherwise inure to the benefit of any creditor or other third party having dealings with the Company, it being understood and agreed that the provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the Members. None of the rights or obligations of the Members herein set forth shall be deemed an asset of the Company; and such rights and obligations may not be sold, transferred or assigned by the Company or any Member (except in connection with a transfer of a Member Interest made in accordance with Article 9 hereof), and may not be pledged or encumbered to secure any debt or other obligation of the Company or of any Member.

4. CAPITAL ACCOUNTS

4.1 Initial Capital Accounts.

An individual capital account (each, a "Capital Account") shall be established and maintained for each Member reflecting such Member's Initial Contribution, if any, made under Section 3.2.1 hereof.

4.2 Subsequent Adjustments.

4.2.1 Increases. Each Member's Capital Account shall be increased by (a) such Member's Additional Contributions under Section 3.2.2 hereof; (b) such Member's share of Profits allocated to such Member under Section 5.2 hereof; and (c) such Member's share of any Company income, profits, or gain allocated to such Member under Section 5.3 hereof.

4.2.2 Decreases. Each Member's Capital Account shall be decreased by (a) the amount of any distributions of Distributable Cash (or other cash) made by the Company to such Member under this Agreement; (b) the fair value of any distributions of the Company Property (or the Company's other assets) made by the Company to such Member under this Agreement; (c) such Member's share of Losses allocated to such Member under Section 5.2 hereof; and (d) such Member's share of Company expenses, losses or deductions allocated to such Member under Section 5.3 hereof.

4.2.3 Other Adjustments. Each Member's Capital Account shall also reflect such other adjustments that may from time to time be required in order for such Capital Accounts to be kept in strict accordance with Sections 704(b), 704(c) and other applicable provisions of the "Code" and "Treasury Regulations" (as defined in Sections 5.1.2 and 5.1.7 hereof, respectively), all as Approved by the Manager.

5. PROFITS; LOSSES; TAX MATTERS

5.1 Definitions.

5.1.1 "Adjusted Capital Account Deficit" shall be determined before any allocation of the Company's income, gain, loss, deduction or Code Section 705(a)(2)(B) expenditure for the Company taxable year, and means the deficit balance, if any, in each Member's Capital Account, with the following adjustments: (a) credit to such Capital Account any amounts which such Member is either obligated to restore or is deemed obligated to restore pursuant to the second to last sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (b) debit to such Capital Account the adjustments, allocations and distributions specified in subparagraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

5.1.2 "Code" means the Internal Revenue Code of 1986, as same may be amended from time to time (and any successor thereto).

5.1.3 "Member Non-recourse Debt" means any "partner non-recourse liability" or "partner non-recourse debt" under Treasury Regulation Section 1.704-2(b)(4). Subject to the foregoing, such term means and includes any liability of the Company to the extent such liability is non-recourse for purposes of Treasury Regulation Section 1.1001-2, and any Member or related person (within the meaning of Treasury Regulation Section 1.752-4(b)) bears the economic risk of loss under Treasury Regulation Section 1.752-2 because, for example, such Member or related person is the creditor or a guarantor.

5.1.4 "Member Non-recourse Deductions" means the deductions, losses and Section 705(a)(2)(b) expenditures of the Company, as the case may be, which are treated as deductions, losses, and expenditures attributable to any Member Non-recourse Debt under Treasury Regulation Section 1.704-2(b)(4).

5.1.5 "Company Non-recourse Deductions" means any "non-recourse" deductions of the Company which are characterized as such under Treasury Regulation Section 1.704-2(b).

5.1.6 "Profits" and "Losses" mean the net income and net loss, respectively, of the Company for each taxable year as determined by the Company for federal income tax purposes, with the following adjustments: (a) such net income and net loss shall be adjusted to reflect the Company's items of income, gain, loss or deduction for federal income tax purposes which were not taken into account in determining such net income or net loss (including tax exempt income and non-deductible expenses), (b) such net income and net loss shall be determined based on the value of the Company Property as set forth on the books of the Company in accordance with the principles of Treasury Regulation Section 1.704-1(b)(2)(iv)(g) ("book value"), and (c) excluded from such net income and net loss shall be any items of income, gain,

deduction or loss which are specially allocated pursuant to Section 5.3 hereof (and, with respect to offsetting allocations under Section 5.3.3 hereof, an amount equal to the amount of the adjustment, allocation or distribution to be offset), although such items of income, gain, deduction or loss excluded therefrom shall otherwise be determined in accordance with the adjustments required by clauses "(a)" and "(b)" immediately preceding. As a result of the above adjustments, the allocation of Profits and Losses required by Section 5.2 hereof and the special allocations required by Section 5.3 hereof (collectively, the "book allocations") are distinguishable from the allocation of tax items under Section 5.4 hereof.

5.1.7 "Treasury Regulations" means the Federal income tax regulations promulgated under the Code, as such regulations may be amended from time to time (and any succeeding regulations).

5.2 Allocation of Profits and Losses.

5.2.1 Profits. Profits of the Company shall be allocated among the Members in the following order of priority:

5.2.1.1 First, to the Members in the reverse order of priority and in the same amount as the Losses allocated to the Members under Sections 5.2.2.1 through 5.2.2.3 hereof, until each Member has been allocated Profits in an amount equal to the sum of all Losses theretofore allocated to such Member under such Sections 5.2.2.1 through 5.2.2.3 during the current and all prior taxable years, less the sum of all Profits previously allocated to such Member under this Section 5.2.1.1 during the current and all prior taxable years.

5.2.1.2 Second, to the Members in the same order of priority and the same amount as the Distributable Cash distributed to the Members under Section 6.2.1 hereof, until each Member has been allocated Profits in an amount equal to the sum of all Distributable Cash theretofore distributed to such Member under such Section 6.2.1 during the current and all prior taxable years, less the sum of all Profits previously allocated to such Member under this Section 5.2.1.2 during the current and all prior taxable years. Allocations to the Members under this Section 5.2.1.2 shall be made pro rata to each Member in proportion to the ratio of the cumulative amount of Distributable Cash theretofore received by such Member under such Section 6.2.1 over the aggregate cumulative amounts of Distributable Cash theretofore received by all Members under such Section 6.2.1.

5.2.1.3 Third, to the Members pro rata in proportion to their respective Percentage Interests.

5.2.2 Losses. Losses of the Company shall be allocated among the Members in the following order of priority:

5.2.2.1 First, to the Members in the reverse order of priority and the same amount as the Profits allocated to the Members under Sections 5.2.1.1 through 5.2.1.3 hereof, until each Member has been allocated Losses in an amount equal to the sum of all Profits allocated to such Member under such Sections 5.2.1.1 through 5.2.1.3 during the current and all prior taxable years, less the sum of all Losses previously allocated to such Member under this Section 5.2.2.1 during the current and all prior taxable years.

5.2.2.2 Second, to the Members in proportion to their respective positive Capital Account balances, as calculated by making the adjustments described in clauses "(a)" and "(b)" of Section 5.1.1 hereof, until such adjusted Capital Account balances each equals zero. Allocations to the Members under this Section 5.2.2.2 shall be made pro rata to each Member in proportion to the ratio of such Member's positive Capital Account balance over the aggregate of all Members' positive Capital Account balances.

5.2.2.3 Third, to the Members pro rata in proportion to their respective Percentage Interests.

5.3 Special Allocations.

5.3.1 Company Minimum Gain Chargeback. If there is a net decrease in "partnership minimum gain," computed strictly in accordance with the principles of Regulation Section 1.704-2(d), during any Company taxable year, the "minimum gain chargeback" described in Treasury Regulation Sections 1.704-2(f) and (g) shall apply. The allocation required by this Section 5.3.1 shall be made prior to any other allocation for the year.

5.3.2 Member Non-recourse Debt Minimum Gain Chargeback. In the event that there is a net decrease in "partner non-recourse debt minimum gain" during any taxable year of the Company, any Member with a share of such "partner non-recourse debt minimum gain" (determined under Treasury Regulation Section 1.704-2(i)(5)) as of the beginning of the year shall be allocated items of income or gain for the year (and, if necessary, subsequent years) equal to such Member's share of the net decrease in the "partner non-recourse debt minimum gain" in accordance with Section 1.704-2(i). The allocation required by this Section 5.3.2 shall be made after the allocation required by Section 5.3.1 hereof but prior to any other allocation for the year.

5.3.3 Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation or distribution described in subparagraphs (4), (5) or (6) of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and such adjustment, allocation or distribution creates an Adjusted Capital Account Deficit with respect to such Member, or increases such Member's Adjusted Capital Account Deficit, such Member shall be allocated items of income or gain (consisting of a pro rata portion of each item of income or gain, including gross income and gain for such year) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible in accordance with Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and its requirements for a "qualified income offset." The allocations required by this Section 5.3.3 shall be made after the allocations required by Sections 5.3.1 and 5.3.2 hereof but prior to any other allocation for the year.

5.3.4 Company Non-recourse Deductions; Member Non-recourse Deductions. Company Non-recourse Deductions shall be allocated among the Members in proportion to their respective Percentage Interests. Member Non-recourse Deductions shall be allocated among the Members as required by Treasury Regulation Section 1.704-2(i), which generally requires that such deductions be allocated in accordance with the manner in which the Members bear the economic risk of loss with respect to the Member Non-recourse Debt to which such Member Non-recourse Deductions are attributable. The allocation of Company Non-recourse

Deductions and Member Non-recourse Deductions required by this Section 5.3.4 shall be made before the allocation of Losses required by Section 5.2 hereof.

5.4 Allocations for Tax Purposes.

All items of Company income, gain, loss and deduction for federal and state income tax purposes shall be allocated to and between the Members in the same amounts that the corresponding "book" items of the Company are allocated to and between the Members under the provisions of Sections 5.2 and 5.3 hereof, except (a) as otherwise allocated under Section 704(c) of the Code, and (b) as otherwise allocated under Treasury Regulation Section 1.704-1(b)(4)(i).

5.5 Tax Returns.

The Manager shall, at the expense of the Company, cause to be prepared and filed all tax returns and statements which must be filed on behalf of the Company with any taxing authority and the Manager shall use the Manager's commercially reasonable best efforts (also at the expense of the Company) to cause such returns and statements to be filed in a timely manner (taking into account all extensions).

5.6 Section 754 Election.

Upon Approval of the Manager, the Company may make or revoke the election referred to in Section 754 of the Code and any like provision of any state income tax law or any similar provision or provisions enacted in lieu thereof.

5.7 Excess Non-recourse Liabilities.

Solely for purposes of determining each Member's proportionate share of the "excess non-recourse liabilities" of the Company, within the meaning of Treasury Regulation Section 1.752-3(a)(3), the Members' interests in Company profits shall be in proportion to their respective Percentage Interests.

5.8 Tax Decisions Not Specified.

The Company's "tax matters partner," as described in Section 6231(a)(7) of the Code (the "Tax Matters Member"), shall be CGN; and in such capacity, CGN shall have the right (a) to make or revoke any other tax elections on behalf of the Company, (b) to enter into any agreements with the Internal Revenue Service or any state taxing authority, and (c) to commence litigation (or settle litigation) involving any tax issues affecting the Company or any of the Company Property. The Tax Matters Member may be removed and a new Tax Matters Member appointed in lieu thereof, from time to time, at any time during the term of the Company by Approval of the Members.

5.9 Notice of Tax Audit.

The Tax Matters Member shall give prompt notice to all Members upon receipt of notice that either the Internal Revenue Service or any state taxing authority intends to examine the Company's tax returns for any year.

5.10 Amounts Withheld.

All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any payment, distribution or allocation to the Members shall be treated as amounts distributed to the Members pursuant to Article 6 for all purposes under this Agreement. The Manager is authorized to withhold from distributions to the Members, and to pay over to any federal, state, local or foreign government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, local or foreign law, and shall allocate any such amounts among the Members, to each Member the amount withheld for and on behalf of such Member.

5.11 Allocations Upon a Transfer.

Upon a transfer of any Member Interest, Profits and Losses under Sections 5.2.1 and 5.2.2 hereof for the year in which the effective date of such transfer occurs shall be allocated between the transferor and the transferee based on the actual number of days in such year and the number of days elapsed before the effective date of such transfer.

6. DISTRIBUTIONS TO MEMBERS

6.1 Definitions.

6.1.1 Distributable Cash. "Distributable Cash," with respect to any period, means all cash received by the Company from any source during such period, less (a) all sums expended by the Company in the conduct of the Company's business during such period, and (b) an adequate reserve, to be Approved by the Manager, for the payment of all actual, projected and contingent debts and obligations of the Company.

6.1.2 Net Capital. "Net Capital," with respect to each Member, at any particular point in time, means the total of all Capital Contributions theretofore actually made by such Member under Section 3.2 hereof and its related subsections, minus all distributions theretofore actually received by such Member under Section 6.2.2 hereof.

6.1.3 Preferred Return. "Preferred Return," with respect to each Member, means a ten percent (10%) per annum cumulative return, compounded annually, on such Member's Net Capital from time to time outstanding.

6.2 Distributions.

Subject to Section 2.1 hereof, Distributable Cash, if any, shall be computed and distributed at any time as Approved by the Manager. Distributable Cash, when distributed, shall be distributed to the Members in the following order of priority:

6.2.1 First, to pay to the Members their accrued but unpaid Preferred Return, if any. Distributions to the Members under this Section 6.2.1 shall be made pro rata in proportion to each Member's respective amount of accrued but unpaid Preferred Return;

6.2.2 Second, to the Members until each Member has received an amount equal to such Member's then existing Net Capital, if any. Distributions to the Members under this Section 6.2.2 shall be made pro rata in proportion to each Member's respective amount of then existing Net Capital; and

6.2.3 Thereafter, to the Members pro rata in proportion to their respective Percentage Interests.

Distributions of Distributable Cash to a Member under this Section 6.2 shall be chargeable to such Member's Capital Account.

7. MANAGEMENT AND CONTROL OF THE COMPANY

7.1 Appointment of Manager.

In accordance with Section 18-402 of the Act, but subject to matters expressly requiring the Approval of the Members, the management of the Company, the Company's business and affairs and the Company Property shall be vested solely in a manager appointed pursuant to this Section 7.1 (the "Manager"). The Members hereby appoint Christopher G. Nottoli, in his individual capacity, as the initial Manager of the Company. From time to time during the term of this Agreement, upon Approval of the Members, any Manager may be removed and a new Manager may be appointed; provided that each new Manager shall be one of the persons listed on Exhibit "B" (attached hereto and incorporated herein by this reference); and provided, further that no other person shall be appointed Manager pursuant to this Section 7.1. Each Member, by executing this Agreement, and each Manager, by accepting appointment under this Section 7.1, acknowledges the provisions of this Section 7.1 as the sole method for appointing each Manager and waives any right to contest or adjudicate any such appointment under Section 18-110 of the Act. The Manager shall be a natural person, but need not be a Member of the Company, a citizen of the United States of America or a resident of the State of Delaware, the State of California or any other jurisdiction unless otherwise required by applicable law. Each Manager's appointment hereunder shall be in the nature of a personal service contract, and no Manager shall assign any right, power, privilege or authority or shall delegate any duty, liability, obligation or responsibility hereunder to any person, other than a duly appointed officer of the Company, without the Approval of the Members. The Manager shall not have any right, power, privilege or authority to resign the Manager's appointment under this Section 7.1 without the prior Approval of the Members; and by accepting appointment as the Manager of the Company, the Manager hereby waives any right to resign set forth in Section 18-602 of the Act. To the extent that any Manager attempts to resign such Manager's appointment under this Section 7.1, such Manager shall be in default of this Agreement and the Company and the Members shall have the right to recover actual, consequential, special and punitive damages from such Manager and the right to exercise any and all other remedies available under applicable law.

7.2 General Authority of the Manager.

Subject to matters requiring the Approval of the Members, the Manager, acting alone, shall have the authority, power, and discretion to manage and control the Company's business and affairs and the Company Property, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business and affairs and the Company Property, including, without limitation, each of the following decisions, acts and activities:

7.2.1 Acquire by purchase, lease, exchange, mortgage loan, or otherwise any real or personal property in the Company's name or in the name of a nominee of the Company.

7.2.2 Operate, maintain, finance, improve, convey, sell, assign, mortgage, exchange, or lease any Company Property.

7.2.3 Perform any and all acts necessary or appropriate to the acquisition, management, ownership, holding, marketing, sale and disposition of the Company Property.

7.2.4 Borrow money and issue evidence of indebtedness and secure the same by liens on and security interests in any Company Property.

7.2.5 Pay, prepay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend, or compromise, upon such terms and upon such evidence as Approved by the Manager, any debt, obligation, suit, liability, cause of action, or claim, including taxes, either in favor of or against the Company or in which the Company otherwise has an interest.

7.2.6 Coordinate all accounting, management, and clerical functions of the Company.

7.2.7 Employ such agents, employees, managers, accountants, attorneys, consultants, engineers, contractors, tradesmen, brokers, and other persons as may from time to time be required to carry on the business of the Company, and pay reasonable compensation and reimbursement of expenses to such persons.

7.2.8 Determine the appropriate accounting method or methods to be used by the Company in accordance with generally accepted accounting principles and consistent with the reporting requirements of the Internal Revenue Service, and maintain the books and records of the Company.

7.2.9 Open and maintain the Company's bank accounts.

7.2.10 Establish and maintain adequate reserves.

7.2.11 Procure and maintain with responsible insurance carriers and underwriters such insurance as may be commercially available in such amounts and covering such risks as Approved by the Manager.

7.2.12 Determine the amount and timing of all distributions of Distributable Cash.

7.2.13 Prepare, execute, acknowledge, record, file, and/or deliver all agreements, deeds, deeds of trust, notes, leases, subleases, mortgages, declarations, bills of sale, financing statements, security agreements, easements, reports, certifications, escrow instructions, contracts or other documents and take all actions Approved by the Manager to effectuate any of the foregoing, to comply with requirements of applicable law, or to comply with the provisions of this Agreement.

7.3 Payments to Manager; Expense Reimbursement.

Except as otherwise provided herein, the Manager shall not be entitled to remuneration for services rendered or goods provided to the Company unless Approved by the Members. The Manager shall be reimbursed for all reasonable expenses incurred by the Manager in carrying out the Manager's duties and responsibilities hereunder.

7.4 Officers.

7.4.1 Appointment of Officers. The Members hereby establish the offices of President, Chief Financial Officer and Secretary. Upon Approval of the Members, additional offices may be established from time to time, at any time, during the term of the Company. A natural person shall be appointed to each such office, from time to time, by Approval of the Manager; provided however, that the persons initially appointed to each such office shall be those persons designated on Exhibit "C" attached hereto and incorporated herein by this reference. Subject to such Exhibit "C," each officer shall be appointed by, shall serve during and shall be removed by Approval of the Manager, subject to all rights, if any, of an officer under any contract of employment. Each officer shall devote the time and effort necessary and appropriate to the faithful performance of all duties of the office held. Any natural person may hold any number of offices. No officer need be a resident of the State of Delaware or the State of California or citizen of the United States. The officers shall exercise such powers and perform such duties as specified in this Agreement or as shall be Approved by the Manager, from time to time.

7.4.2 Removal, Resignation and Vacancy. Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed as an officer, either with or without cause, by Approval of the Manager at any time. Any officer may resign at any time by giving written notice to the Manager. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by Approval of the Manager.

7.4.3 Salaries of Officers. The salary and other compensation of each officer shall be fixed by, and any employment agreement between such officer and the Company shall be entered into upon, Approval of the Manager.

7.4.4 President. The President shall be the chief executive officer of the Company, and shall, subject to the control of the Manager, have general and active management of the Company's business and affairs and shall see that all Approvals of the Manager and Approvals of the Members are carried into effect. The President shall report to the Manager and shall have the general powers and duties of management usually vested in the offices of president and chief executive officer of a corporation, and shall have such other powers and duties as are Approved by the Manager, from time to time.

7.4.5 Chief Financial Officer. The Chief Financial Officer shall be the treasurer and controller of the Company and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Company Property and the Company's business and affairs, including accounts of the Company's assets, liabilities, receipts, disbursements, gains, losses, and capital. The Chief Financial Officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as are Approved by the Manager. The Chief Financial Officer shall disburse the funds of the Company as may be ordered by the Manager, taking proper vouchers for such disbursements, and shall render to the Manager and the Members an account of all transactions undertaken as treasurer and of the financial condition of the Company. The Chief Financial Officer shall perform such other duties and shall have such other responsibility and authority as are set forth in this Agreement or as are, from time to time, Approved by the Manager. The Chief Financial Officer shall also have the general duties, powers and responsibilities of a chief financial officer, controller and treasurer of a corporation.

7.4.6 Secretary. The Secretary shall attend all meetings of the Members, and shall record all the proceedings of the meetings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members and shall perform such other duties as are Approved by the Manager. The Secretary shall have custody of the seal of the Company, if any, and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by such officer's signature. The Manager may give general authority to any other officer to affix the seal of the Company, if any, and to attest the affixing by his or her signature. The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the Company's transfer agent or registrar, as determined by Approval of the Manager, a register, or a duplicate register, showing the names of all Members and their addresses, their Percentage Interests, the number and date of certificates issued for the same, if any, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall also keep all documents as may be required under the Act. The Secretary shall perform such other duties and have such other authority as are set forth in this Agreement or as are, from time to time, Approved by the Manager. The Secretary shall have the general duties, powers and responsibilities of a secretary of a corporation.

7.4.7 Signing Authority of Officers. Any officer, acting alone, is authorized to endorse checks, drafts, and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into the Company's accounts. Any officer is also authorized to sign or enter into checks, drafts, contracts or other instruments obligating the Company to pay money.

7.5 Indemnification of Officers, Managers, Employees and Agents.

7.5.1 Definitions. The term "Agent" means 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, officer, employee or agent of another foreign or domestic corporation, limited liability company, general partnership, limited partnership, joint venture or other entity; or who was a manager, officer, employee or agent of a foreign or domestic corporation, limited liability company, general partnership, limited partnership, joint venture or other entity which was a predecessor or successor of the Company. The term "Proceeding" means any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative.

7.5.2 Third Party Actions. The Company shall and hereby does indemnify any person who was or is a party or threatened to be made a party to any Proceeding (other than an action by or in the right of the Company) by reason of such person being or having been the Manager or an officer of the Company against expenses, judgments, fines, settlements and other amounts actually or reasonably incurred in, or in connection with, such Proceeding. The Company shall also have the power and authority to indemnify any person by reason of such person having been an Agent (other than the Manager or an officer) of the Company against all such amounts, such power to be exercised in accordance with Section 7.5.5 hereof. But in all events the Company shall indemnify such person (and shall authorize indemnification of such person) only if such person, in such person's capacity as an Agent, acted in good faith and in a manner such person reasonably believed to be in the best interests of the Company and all Members and, in the case of a criminal Proceeding, such person also had no reasonable cause to believe that such person's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere shall not, of itself, create a presumption that such person did not act in good faith or in a manner which such person reasonably believed to be in the best interests of the Company and all Members or that such person had reasonable cause to believe such person's conduct was unlawful.

7.5.3 Actions by or in the Right of the Company. The Company shall and hereby does indemnify any person who is or was a party or threatened to be made a party to any Proceeding, by or in the right of the Company, by reason of such person being or having been the Manager or an officer of the Company against expenses, judgments, fines, settlements and other amounts reasonably and actually incurred or in connection with such Proceeding. The Company shall also have the power and authority to indemnify any such person by reason of such person having been an Agent (other than the Manager or an officer of the Company) against all such amounts, such power to be exercised in accordance with Section 7.5.5 hereof. Notwithstanding the foregoing, the Company shall indemnify such person (and shall authorize indemnification of such person) only for those acts, omissions or transactions: (a) which did not involve any intentional misconduct by such person or any knowing and culpable violation of law by such person; (b) which such person reasonably believed were in the best interests of the Company and all Members; (c) which did not involve any absence of good faith by such person; (d) from which such person did not derive any improper personal benefit; (e) which did not show any reckless disregard of such person's duty to the Company or to any Member in circumstances in which the Agent was aware, or should have been aware, of risk of serious injury to the Company or to such Member; or (f) which did not constitute an unexcused pattern

of inattention to such person's duty to the Company or to any Member, amounting to an abdication of such duty.

7.5.4 Success Upon the Merits. To the extent that an Agent of the Company has been successful on the merits in defense of any Proceeding (whether or not by or in the right of the Company) or in defense of any claim, issue or matter therein, the Company shall indemnify such Agent against any and all expenses reasonably and actually incurred by such Agent in connection therewith.

7.5.5 Authorization of Indemnification. Unless this Section 7.5 and its related subsections provide directly for the indemnification of an Agent, indemnification shall be made by the Company hereunder only if it has been determined that the Agent's indemnification is proper under the circumstances because the Agent has met the applicable standard of conduct set forth in Sections 7.5.2 or 7.5.3 hereof (as the case may be) and the indemnification has been both Approved by the Manager and Approved by the Members.

7.5.6 Indemnification of Non-Parties. The Company shall have the power and authority to indemnify any person who is not a party to a Proceeding but is involved therein as a witness or otherwise by reason of such person being or having been an Agent of the Company against any and all expenses reasonably and actually incurred therein in connection with such participation or involvement in such Proceeding. Any such indemnification of Agents which are not parties but are otherwise involved in such Proceedings shall be subject to authorization in accordance with Section 7.5.5 hereof.

7.5.7 Authority to Advance Expenses. The Company shall have the power and authority to advance expenses incurred in any Proceeding prior to final disposition of such Proceeding but only upon receipt by the Company of an undertaking by or on behalf of the Agent to repay such amount if it shall be determined ultimately that such Agent is not entitled to be indemnified by the Company, whether under this Section 7.5, together with its related subsections, or otherwise.

7.5.8 Provisions Nonexclusive. Any indemnification provided by or authorized pursuant to this Section 7.5 shall not be exclusive of any other rights to which any person may be entitled under any agreement or contract, both as to action in an official capacity and as to action in another capacity while holding such office. To the extent that any agreement or contract is inconsistent with this Section 7.5 and its related subsections, such agreement or contract shall take precedence. Nothing contained in this Section 7.5 and its related subsections shall affect any right of indemnification to which persons other than the Manager and the officers of the Company may be entitled, by agreement, contract or otherwise.

7.5.9 Authority to Insure. The Company may (but shall not be obligated to) purchase and maintain insurance to protect itself and any Agent against any expense asserted against or reasonably and actually incurred by such Agent, whether or not the Company would have the power to indemnify such Agent against such expense under applicable law or the provisions of this Section 7.5 and its related subsections.

7.5.10 Survival of Rights. The rights to indemnification provided by, or authorized pursuant to, this Section 7.5 and its related subsections shall continue as to any per-

son who has ceased to be an Agent and shall inure to the benefit of the heirs, executors and administrators of such person.

7.5.11 Settlement of Claims. The Company shall not be liable to indemnify any Agent under this Section 7.5 and its related subsections (a) for any amounts paid in settlement of any action or claim effected without the Company's written consent; or (b) for any judicial award, if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action.

7.5.12 Effect of Amendment. Any amendment, repeal or modification of this Section 7.5 shall be wholly prospective and shall not affect adversely any right to indemnification of any Agent provided herein, or any elimination of the Manager's or any officer's liability provided herein, existing at the time of such amendment, repeal or modification.

7.5.13 Subrogation. In the event of payment under this Section 7.5 and its related subsections, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnified Agent, who shall execute all documents that may be reasonable or necessary for the Company to secure such rights, including the execution of such documents reasonable or necessary to enable the Company effectively to bring suit to enforce such rights.

7.5.14 No Duplication of Payments. The Company shall not make any payment in connection with any claim made against the Agent to the extent the Agent has otherwise actually received payment (under any insurance policy, agreement, vote or otherwise) of the amounts otherwise indemnified hereunder.

8. ACCOUNTING

8.1 Books and Records.

The Manager shall cause accurate and complete books and records to be maintained so as to reflect the Company's income, expenses, assets, and liabilities. All books and records shall be kept using the tax method of accounting used to determine Profits and Losses.

8.2 Outside Accountants.

The Company shall employ, as the Company's outside accountants engaged to review tax returns and audit the Company's annual financial statements, a firm of Certified Public Accountants as Approved by the Manager.

8.3 Location and Rights of Inspection.

The Company's books and records shall be kept and maintained at all times at the principal executive office of the Company. Each Member and such Member's authorized agents, employees and representatives, at such Member's cost and expense, shall have the right to inspect, examine and copy the books, records, files, and other documents of the Company at all reasonable times. The reasonable costs of copying books and records, and creating duplicate

computer information, shall be a Company expense (excluding payments to agents and employees of the requesting Member).

8.4 Bank Accounts.

The Company funds shall be deposited in bank accounts of a type, in form and name, and in a bank or banks as Approved by the Manager.

9. **TRANSFER AND ASSIGNMENT OF A MEMBER INTEREST**

9.1 Transfer of Member Interest.

Except as otherwise provided in this Article 9, a Member shall have no right, power, privilege or authority to sell, assign, convey, pledge, hypothecate, grant any security interest in or lien upon, otherwise encumber, alienate or otherwise transfer such Member's Member Interest, nor any beneficial or record interest therein, nor any equitable or legal title thereto, nor any fractional or divided part thereof, except upon Approval of the Members. Any charge by a court of competent jurisdiction against any Member's Member Interest under Section 18-703 of the Act shall be deemed a transfer subject to the provisions of this Article 9 and its related sections and subsections.

9.2 Qualifications on Transfer.

To the extent that a Member (the "Transferor") proposes to transfer such Member's Member Interest or any beneficial or record interest therein, or any equitable or legal title thereto, or any fractional or divided part thereof (the "Transferred Interest") and the Transferor has sought and procured the Approval of the Members, such transfer may be closed and consummated only upon satisfaction of all the following conditions:

9.2.1 Assumption. The proposed transferee (the "Transferee") shall have delivered to the Company a written acknowledgment executed by such Transferee pursuant to which such Transferee assumes all debts, duties, liabilities and obligations directly related to the Transferred Interest, whether arising before, on or after the effective date of such transfer, and agrees to be bound by the terms, conditions and other provisions of this Agreement;

9.2.2 Processing Fee. The Transferee shall have delivered to the Company a processing fee of Five Thousand United States Dollars (US\$5,000) by wire transfer, cashier's check or other immediately available funds;

9.2.3 Waiver of First Refusal Rights. The Transferee and the Transferor shall have complied with all terms, conditions and other provisions of Section 9.3 hereof and all Members other than Transferor (each, a "Remaining Member") shall have waived their respective rights of first refusal with respect to such Transferred Interest;

9.2.4 Securities Law Requirements. The transfer shall be made only after strict compliance with (a) all applicable registration requirements of the Securities Act of 1933, as amended, and all applicable state securities laws, or (b) one or more applicable exemptions from all such registration requirements. If such transfer is made in compliance with one or

more exemptions, the Transferee and Transferor shall have delivered to the Manager and all Remaining Members (i) written notice describing with particularity the manner and circumstances of the proposed transfer and (ii) a written opinion of legal counsel, reasonably satisfactory to the Company and all Remaining Members, stating that, based upon such exemption(s), the proposed transfer may be closed and consummated without registration under the Securities Act of 1933, as amended, and all applicable state securities laws;

9.2.5 Processing Costs. The proposed Transferee shall have paid all attorneys' fees, accounting fees and other out-of-pocket costs actually incurred by the Company in connection with or otherwise related to the consideration, approval, closing and consummation of the proposed transfer;

9.2.6 Other Requirements. The Transferee and Transferor shall have executed, acknowledged, verified, entered into, delivered, recorded and filed any and all other agreements, amendments, instruments and other documents; shall have taken any and all other actions; and shall have complied with any and all other conditions reasonably required by the Manager and the Remaining Members in connection with the proposed transfer.

The foregoing conditions are for the benefit of the Company and the Remaining Members and can be waived, in whole or in part, upon both Approval of the Manager and Approval of the Members.

9.3 Right of First Refusal.

Notwithstanding Approval of the Members for a proposed transfer of a Transferred Interest, such transfer may be closed and consummated only after the Transferee and the Transferor have complied fully and faithfully with the terms, conditions and other provisions of this Section 9.3 and its related subsections:

9.3.1 The Transfer Notice. The Transferor shall deliver to the Company and to each Remaining Member a written notice describing with particularity the terms, conditions and other provisions for the proposed transfer (the "Transfer Notice"), regardless of whether such proposed transfer constitutes (a) a sale or other disposition of the Transferred Interest from the Transferor to a third person not affiliated with the Transferor under a bona fide offer and for an affirmative consideration (a "Bona Fide Sale"); or (b) any other transfer from the Transferor to a person, whether or not affiliated with the Transferor and whether or not made for an affirmative consideration (an "Other Transfer"). Without limiting the generality of the foregoing, the Transfer Notice shall include the following information: (i) the name and capacity of the Transferee; and (ii) an offer to sell the Transferred Interest to the Remaining Members.

9.3.1.1 Sale of Transferred Interest. Without limiting the generality of Section 9.3.1 hereof, if the proposed transfer is a Bona Fide Sale, then the Transfer Notice shall also include the following information: (a) the price or other affirmative consideration at which the Transferor proposes to sell or otherwise dispose of the Transferred Interest (the "Sales Price"), and (b) the terms for payment of the Sales Price and other terms and conditions affecting the sale or other disposition of the Transferred Interest (the "Sales Terms").

9.3.2 Remaining Members' Purchase Rights. Upon receipt of the Transfer Notice, each Remaining Member shall have the right to purchase a share of the Transferred Interest by delivering written notice thereof to the Transferor and the Manager no later than thirty (30) days following receipt of the Transfer Notice. Failure by any Remaining Member to deliver such notice within such time shall be deemed a waiver of such Remaining Member's right to purchase such Remaining Member's share of the Transferred Interest. The Remaining Members delivering such notice within such time (each, an "Electing Member") shall purchase their respective shares of the Transferred Interest, each Electing Member's share in proportion to the ratio of such Electing Member's then Percentage Interest over the aggregate of all Electing Members' then respective Percentage Interests.

9.3.3 Remaining Members' Purchases. The Electing Members' purchase of their respective shares of the Transferred Interest shall be closed and consummated on the date one hundred eighty (180) days following the delivery of the Transfer Notice. If the proposed transfer is a Bona Fide Sale, then the purchase price for the Transferred Interest shall equal the Sales Price set forth in the Transfer Notice. If the proposed transfer is an Other Transfer, then the purchase price for the Transferred Interest shall equal the "Deemed Distribution." Each Electing Member shall pay a pro rata portion of such purchase price proportionate to such Electing Member's share of the Transferred Interest. If the proposed transfer is a Bona Fide Sale, then the purchase price shall be payable and the purchase of the Electing Members' shares in the Transferred Interest shall be closed and consummated upon the terms, conditions and other provisions substantially identical to the Sales Terms set forth in the Transfer Notice. If the proposed transfer is an Other Transfer, then the purchase price shall be payable in cash in full on the closing date and the purchase of the Electing Members' shares in the Transferred Interest shall be otherwise closed and consummated upon customary terms, conditions and provisions, with all closing costs of the Electing Members being shared among all Electing Members in proportion to their then respective Percentage Interests and all Profits and Losses allocable to the Transferred Interest being prorated in accordance with Section 5.11 hereof.

9.3.3.1 Deemed Distribution. For the purposes of this Section 9.3 hereof and its related subsections, the term "Deemed Distribution" means an amount equal to the Distributable Cash which the Transferor would receive if all the Company Property were sold for cash at the "Appraised Value" and the proceeds of such sale were distributed to the Members in accordance with Articles 6 and 10 hereof; and the term "Appraised Value" means the fair market value, in cash, which a willing buyer would pay to a willing seller (neither such buyer having a need to buy nor such seller having a need to sell), for all the Company Property, assuming a reasonable marketing period not to exceed one year and further assuming customary marketing, sales and closing costs, as determined by a reputable appraiser appointed by the Manager and experienced in evaluating property and assets similar to the Company Property. The costs of such appraisal shall be an expense of the Company.

9.3.4 Waiver. If all Remaining Members are deemed to have waived their respective rights to purchase their respective shares of the Transferred Interest, then the Transferor may transfer the Transferred Interest to the Transferee in accordance with the terms, conditions and other provisions set forth in the Transfer Notice, provided that such transfer is closed and consummated no later than two hundred ten (210) days following delivery of the Transfer Notice to the Company. If the Transferor does not close and consummate the transfer of the Transferred Interest to the Transferee within such time, then any transfer of the Trans-

ferred Interest shall again be submitted to the Remaining Members pursuant to this Section 9.3 hereof and its related subsections.

9.4 Effective Date of Permitted Transfers.

Any permitted transfer of all or any portion of a Member Interest shall be effective as of the first day of the first full month immediately following the date upon which all terms, conditions and other provisions of this Article 9 and its related sections and subsections have been satisfied and/or waived.

9.5 Effect of Transfers.

9.5.1 Continuing Effect of Agreement. From and after the closing and consummation of any transfer of any Transferred Interest, the Transferred Interest itself shall be subject to the terms, conditions and other provisions of this Agreement (including this Article 9 and its related sections and subsections) and any subsequent transfer of such Transferred Interest or any part thereof shall also comply with all terms, conditions and other provisions of this Agreement.

9.5.2 Transfers in Violation. To the extent that any Member transfers (or attempts to transfer) any Transferred Interest without complying fully and faithfully with the terms, conditions and other provisions of this Article 9 and its related sections and subsections, such transfer or attempted transfer (as the case may be) shall be null and void and of no force or effect whatsoever and such Member shall be deemed and considered in default of this Agreement. Without limiting the generality of the foregoing, the Company may refuse (a) to acknowledge any such transfer or attempted transfer; (b) to reflect in the Company's books and records any change in the ownership of such Transferred Interest; (c) to treat the transferee of such Transferred Interest as the owner of such Transferred Interest; (d) to accord such transferee any right to vote or otherwise act as a Member; and (e) to make distributions or allocations to such transferee with respect to the Transferred Interest.

9.5.3 No Admission. Following compliance with terms, conditions and other provisions of Article 9 and its related sections and subsections, the Transferee of a Transferred Interest shall be entitled to the distributions of Distributable Cash and/or Company Property related to such Transferred Interest and to the share of Profits and Losses and the allocation of other items of income, gain, loss, deduction and/or credit related to such Transferred Interest; but shall not be admitted as a Member of the Company holding such Transferred Interest and shall not be permitted to exercise any right, power, privilege or authority of a Member of the Company, except upon the separate Approval of the Members as evidenced by an amendment to this Agreement executed and delivered by the Transferee, Transferor and all Remaining Members.

9.5.4 No Withdrawal. Neither a transferring Member nor any other Member shall have any right, power, privilege or authority to withdraw or resign as a constituent member of the Company, at any time during the term of the Company, without both the prior Approval of the Manager and the prior Approval of the Members; and each Member hereby waives any right to withdraw or resign as a constituent member of the Company, under Section 18-603 of the Act, and any right to receive (a) any distribution of Distributable Cash or

Company Property or (b) the fair value of such Member's Member Interest, under Section 18-604 of the Act, following any such withdrawal or resignation, whether actual or attempted. Any withdrawal or resignation by a Member, whether actual or attempted, shall be deemed and considered a default of such Member under this Agreement; and the Company and the other Members shall have the right to recover from such defaulting Member actual, consequential, special and punitive damages arising from or related to such default and the right to any and all other remedies against such defaulting Member available under applicable law in connection with such default.

10. DISSOLUTION AND TERMINATION

10.1 Term and Dissolution.

The Company shall dissolve and terminate on December 31, 2032, unless sooner dissolved and terminated pursuant to this Article 10. Except for termination at the expiration of the Company's term, as specified in the immediately preceding sentence, the Company shall be dissolved and terminated only in the event of an Approval by the Members to dissolve the Company.

10.2 Dissolution.

10.2.1 Liquidating Sale. Upon the dissolution and termination of the Company pursuant to Section 10.1 hereof, the Company shall immediately commence to wind up the Company's business, operations and affairs and the Manager shall proceed with reasonable promptness to liquidate the business of the Company in an orderly and businesslike manner ("Liquidating Sale") and to pay the Company's liabilities and obligations to creditors (including any Member who is a creditor), and all expenses incurred in the liquidation shall be paid, in the order of priority as further described in Section 10.2.3 hereof.

10.2.2 Allocation of Profits and Losses from Liquidating Sale. The Profits and Losses recognized in connection with the Liquidating Sale shall be allocated to the Members in the manner set forth in Article 5 hereof.

10.2.3 Distribution of Liquidation Proceeds. Following the allocations of Profits and Losses required by Section 10.2.2 hereof, the proceeds from liquidation shall be used or distributed, as the case may be, as follows:

10.2.3.1 First, to pay the expenses of liquidation and the debts owed by the Company;

10.2.3.2 Second, to create a segregated cash fund (the "Reserve") as Approved by the Manager for the payment of any contingent or unforeseen liabilities or obligations of the Company (and when, as Approved by the Manager, the Reserve is no longer necessary, all cash remaining in the Reserve shall be distributed to the Members in accordance with Section 10.2.3.3 hereof);

10.2.3.3 Third, among the Members pro rata, to each Member in proportion to the positive balance in such Member's Capital Account until such Capital Account balance equals zero; and

10.2.3.4 Fourth, among the Members in the manner and order of priority set forth in Section 6.2 hereof and its related subsections.

10.3 Dissolution Procedures.

10.3.1 Winding Up. During the period of winding up of the affairs of the Company, the Manager shall make all decisions relating to the conduct of any business or operations during the winding-up period and to the sale or other disposition of the Company Property. Upon liquidation, unsold Company Property, if any, shall be valued by the Manager to determine the gain or loss which would have resulted if such property had been sold at such value, and the unrecognized Profits or Losses therefrom shall be allocated to the Members in accordance with Section 10.2.2 hereof. After such allocation, the Company Property shall be used or distributed, as the case may be, in the manner set forth in Section 10.2.3 hereof.

10.3.2 Cash and Non-Cash Assets. Upon liquidation, if the Company Property consists of both cash and non-cash assets, the cash shall be distributed first and the non-cash assets shall be distributed second, with the non-cash assets being distributed using their values, determined in the above set forth manner. If the Company is to distribute non-cash assets to the Members, then, unless the Manager shall determine otherwise, such non-cash assets shall be distributed to the Members pro rata in accordance with their then respective rights to receive distributions.

10.3.3 Books and Records. All documents and records of the Company, or true copies of such documents or records, including, without limitation all financial records, vouchers, canceled checks and bank statements, shall be retained by the Manager upon termination of the Company; provided, however, that each Member shall have the right (at such Member's sole cost and expense), during the normal business hours and upon reasonable notice, to inspect and copy all such documents and records.

10.3.4 Dissolution. After all the Company Property has been distributed, it shall be deemed that the Company has been wound-up, dissolved and terminated, this Agreement shall terminate, and the Manager shall thereupon cause to be executed and filed in the manner provided by law the appropriate forms in the office of, and as prescribed by, the Delaware Secretary of State.

10.4 Deficit Capital Accounts.

10.4.1 No General Obligation. Except as provided in Section 10.4.2 hereof, each Member shall look solely to the Company Property for all distributions with respect to the Company, such Member's Capital Contributions thereto, such Member's Capital Account and such Member's share of Profits or Losses, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member. Accordingly, except as provided in such Section 10.4.2, if following liquidation, any Member has a deficit balance in such Member's Capital Account, after giving effect to all contributions, distributions and allocations for all taxable years,

including the year during which the liquidation occurs (an "Unadjusted Capital Account Deficit"), then such Member shall have no obligation to make any Capital Contribution with respect to such Unadjusted Capital Account Deficit, and such Unadjusted Capital Account Deficit shall not be considered a debt owed to the Company or to any other person for any purpose whatsoever.

10.4.2 Elective Obligation. Any Member may file with the Company an election to restore all or a portion of any Unadjusted Capital Account Deficit, at any time during the term of the Company; provided, however, that such election will be effective only for the following taxable years: (a) the year in which the election is received; (b) the immediately preceding year if the election is received prior to the filing deadline for the Company's tax returns (taking into account any and all extensions); and (c) all years following such election. If either Member has an election in effect under this Section 10.4.2 and has an Unadjusted Capital Account Deficit at the time of the liquidation of the Company or the liquidation of such Member's Member Interest in the Company (after crediting allocations of income and debiting allocations of loss to such Member's Capital Account), such Member shall be obligated to repay to the Company an amount equal to the lesser of (i) such Unadjusted Capital Account Deficit, or (ii) that portion of such Unadjusted Capital Account Deficit which such Member elected to restore. This amount, upon the liquidation of the Company, shall be paid to the creditors of the Company or be distributed to the other Members in accordance with their positive Capital Account balances in accordance with Section 1.704-1(b)(2)(ii)(b)(3) of the Treasury Regulations. Payment of the amount required hereunder shall be made in immediately available funds no later than the end of the taxable year of the liquidation of the Member's Member Interest in the Company (or, if later, within ninety (90) days after the date of liquidation), or, alternatively, by the applicable Member's assumption of one or more liabilities of the Company, or portions thereof, on or before such date.

10.4.2.1 Liquidation. For purposes of Section 10.4.2 hereof, (a) the term "liquidation" is used in the sense of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, and (b) a liquidated Member's Capital Account shall be determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs.

10.4.2.2 Unconditional Obligation Following Election. The Members intend that an election under Section 10.4.2 hereof shall constitute an unconditional obligation to restore deficits in Members' Capital Accounts as described in Section 1.704-1(b)(2)(ii)(b)(3) of the Treasury Regulations. The Treasury Regulations shall control in the case of any conflict between the Treasury Regulations and such Section 10.4.2

10.5 Waiver of Right to Seek Court Decree of Dissolution.

The Members agree that irreparable damage would be done to the goodwill and reputation of the Company and unreasonable expense would be incurred if any Member brings an action in court to dissolve the Company. Accordingly, each Member accepts the provisions under this Agreement as the sole method of dissolving the Company, winding up the Company's business and affairs, liquidating the Company Property and terminating the Company and this Agreement and as the sole entitlement upon termination of the Member's Member Interest with the Company. Each Member hereby waives and renounces any right (a) to seek or

cause the Company's dissolution or the winding up of the Company's business and affairs upon any basis other than those set forth in Section 10.1 hereof (including, without limitation, the bases for dissolution and winding up set forth in Section 18-801(a) of the Act); (b) to seek a court decree of dissolution; (c) to seek the appointment by a court of a liquidator for the Company; or (d) to compel or seek to compel a partition of the Company Property, or any portion thereof.

11. GENERAL

11.1 Notices.

11.1.1 Definitions. For purposes of this Section 11.1 and its related subsections, the term "Communication" means any written approval, disapproval, consent, waiver, demand, request, offer, reply, response, notice or other communication delivered hereunder; the term "Sender" means any of the parties hereto or the Company to the extent that it is required or desires to deliver any Communication hereunder; the term "Recipient" means any of the other parties hereto or the Company to the extent that a Sender is required or desires to deliver any Communication hereunder to it; and the term "Address for Notice" means (a) with respect to any party hereto as a Recipient, such Recipient's Address for Notice as set forth below such Recipient's signature hereto; (b) with respect to the Company as a Recipient, the attention of the Company's Manager at the Company's principal place of business as set forth in Section 1.5 hereof, as later modified by any amendment hereto; and/or (c) with respect to any party hereto as a Recipient, any other or additional address which such Recipient has advised such Sender by prior Communication.

11.1.2 Delivery. Any Communication shall be deemed delivered by a Sender to a Recipient as follows: (a) if delivered to such Recipient personally or forwarded to such Recipient at its Address for Notice by reputable locally-recognized messenger or courier service, upon receipt by such Recipient; (b) if forwarded to such Recipient at the telefacsimile number (if any) included in its Address for Notice by telefacsimile or similar transmission, upon receipt by such Recipient as confirmed by return facsimile confirmation; (c) if forwarded to such Recipient at its Address for Notice by deposit in the United States mail as registered or certified matter, return receipt requested and postage prepaid, upon the earlier of (1) the third (3rd) full business day following such deposit or (2) any earlier date indicated on the return receipt as the first attempted delivery following such deposit; or (d) if forwarded to such Recipient at its Address for Notice by reputable nationally-recognized courier service (including Federal Express), on the date indicated in such service as the first attempted delivery.

11.1.3 Additional or Other Addresses. Any of the parties hereto may require the delivery of any and all Communications to any other or additional Address for Notice by delivering Communication thereof to each of the other parties. The Company may require the delivery of any and all Communications to any other or additional Address for Notice only by changing the Company's principal place of business through an amendment executed and delivered by all constituent members of the Company.

11.2 Governing Laws.

This Agreement and the respective rights, powers, privileges and authority and the respective duties, obligations and liabilities of the Company and Members under this Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Delaware, without giving effect to any principle or doctrine regarding conflicts of laws.

11.3 Waiver.

No Member's consent to or waiver of, whether express or implied, any breach or default by another Member hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other Member of the same or any other obligations of such Member hereunder. Failure on the part of any Member to complain of any act or failure to act on the part of another Member or to declare such other Member in default or to pursue any remedies herein provided, irrespective of how long such failure continues, shall not constitute a waiver by such Member of such Member's rights hereunder.

11.4 Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and such provisions shall be enforced to the greatest extent permitted by law.

11.5 Attorneys' Fees.

In the event that any Member commences any mediation, arbitration, administrative proceeding, investigative proceeding or judicial proceeding (each, a "Proceeding") to enforce or interpret any provision of this Agreement or any other agreement arising under or relating to this Agreement, the prevailing Member in such Proceeding shall be entitled to recover the prevailing Member's reasonable out-of-pocket attorneys' fees, accounting fees, expert witness fees and related costs actually incurred in such Proceeding, in addition to any other relief to which such prevailing Member may be entitled.

11.6 Further Assurances.

Each party hereto agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.

11.7 Computation of Time.

If any period of time or date specified in this Agreement would otherwise end or occur on a Saturday, Sunday or legal holiday, it shall be deemed extended to end on the next day following which is not a Saturday, Sunday or legal holiday.

11.8 Binding Agreement.

Subject to the restrictions on transfer and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective heirs and permitted successors and assigns. Whenever in this Agreement a reference to any party or Member is made, such reference shall be deemed to include a reference to the permitted successors and permitted assigns of such Member.

11.9 Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The term "person" includes, for purposes of this Agreement, any natural person, partnership, limited liability company, corporation, trust, estate or other entity, whether domestic or foreign. Titles of articles, sections and subsections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to articles, sections or subsections shall refer to the corresponding article, section or subsection of this Agreement unless specific reference is made to such article, section or subsection of another document or instrument. The use of the term "Section" in this Agreement shall be deemed to refer to "subsections" whenever the context so requires, and vice versa.

11.10 Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.11 Entire Agreement.

This Agreement contains the entire agreement between the parties hereto with respect to the Company, and all prior understandings, oral or in writing, by the parties hereto with respect to the Company are superseded by this Agreement. No variations, modifications, supplements, waivers or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

[signatures begin on next page]

IN WITNESS WHEREOF, the Members have executed and delivered this Operating Agreement as of the Effective Date hereof.

"CCI"

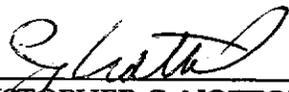
CREATIVE COMMUNICATIONS, INC.
(dba CCI Communications, Inc.),
a Utah corporation

By:  or *ALL*
Christopher G. Nottoli, President

Address for Notice:

Creative Communications, Inc. (dba CCI Communications, Inc.)
Attn: Christopher G. Nottoli, President
155 North 400 West, Suite 100
Salt Lake City, Utah 84103
Telephone: 801/994-4100
Facsimile: 801/994-2960

"CGN"

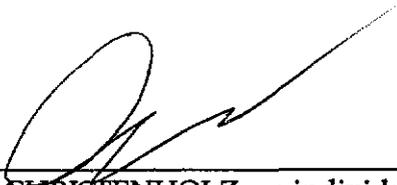

CHRISTOPHER G. NOTTOLI, an individual

Address for Notice:

Mr. Christopher G. Nottoli
155 North 400 West, Suite 100
Salt Lake City, Utah 84103
Telephone: 801/994-4100
Facsimile: 801/994-2960

[signatures continue on next page]

"DC"



DAVID CHRISTENHOLZ, an individual

Address for Notice:

Mr. David Christenholz
155 North 400 West, Suite 100
Salt Lake City, Utah 84103
Telephone: 801/994-4100
Facsimile: 801/994-2960

Creative Communications/ Gen Rep/ Agreements/ F&C Acq/ OA Communications



LC0821604

Form **LLC-45.5**

December 2004

Illinois
Limited Liability Company Act
Application for Admission to Transact Business

FILE # 0188241-4

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
Room 351 Howlett Building
501 S. Second St.
Springfield, IL 62756
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's C.P.A.'s check or money order payable to Secretary of State.

SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State.

Filing Fee: \$ 500

Penalty: \$ -

Approved: *[Signature]*

This space for use by Secretary of State.

FILED

JUN 08 2006

JESSE WHITE
SECRETARY OF STATE
PAID

JUN 09 2006

- Limited Liability Company name: CCI Communications LLC^{NA}
Must comply with Section 1-10 of LLC Act or item 2 below applies.
- Assumed name, other than the true company name, under which the company proposes to transact business in Illinois:
CCI of Illinois, LLC
If applicable, form LLC-1.20, Application to Adopt an Assumed Name, must be completed and attached to this application.
- Jurisdiction of organization: Delaware
- Date of organization: Jan 8 2002
- Period of duration: Dec 31, 2032
- Address, including county, of the office required to be maintained in the jurisdiction of its organization or, if not required, of the principal place of business (P.O. Box alone or c/o is unacceptable):

<u>155 N 400 W</u>	<u>Street</u>	<u>100</u>
Number		Suite #
<u>Salt Lake City UT</u>	<u>84103</u>	<u>Salt Lake</u>
City/State	ZIP Code	County
- Registered agent: CT Corporation System

<u>CT</u>	<u>Corporation</u>	<u>System</u>
First Name	Middle Name	Last Name

Registered office: 208 S LaSalle St.

<u>208 S</u>	<u>LaSalle St.</u>	<u>814</u>
Number	Street	Suite #
<u>Chicago</u>	<u>Cook</u>	<u>Illinois</u>
City	County	ZIP Code
- If applicable, date on which the company first did business in Illinois: _____

(continued on back page)

LLC-45.5

9. Purpose or purposes for which the company is organized and proposes to conduct business in Illinois: (Include the Business Code # from IRS Form 1065.)

Reseller

10. The Limited Liability Company:

- is managed by a manager or managers
- has management vested in the member or members

11. The Illinois Secretary of State is, hereby, appointed the agent of the Limited Liability Company for service of process under the circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, as well as a copy of the Articles of Organization, as amended, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

13. If the period of duration is a date certain and is not stated in the Articles of Organization from the domestic state, a copy of that page from the Operating Agreement stating the date also must be submitted.

14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated January 27 , 2006
Month/Day Year

[Signature]
Signature (Must comply with Section 5-45 of ILLCA.)
Jeffrey B. Parson MGR
Name and Title (type or print)

If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC. Please refer to Sections 17B.20(d) of the Administrative Rules.



LC0821620

Form **LLC-1.20**

July 2005

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
Room 351 Howlett Building
501 S. Second St.
Springfield, IL 62756
www.cyberdriveillinois.com

Payment must be made by business firm check payable to Secretary of State. (If check is returned for any reason this filing will be void.)

Illinois
Limited Liability Company Act
Application to Adopt, Change, Cancel
or Renew an Assumed Name

Filing Fee - see note on reverse side

SUBMIT IN DUPLICATE

Must be typewritten

This space for use by Secretary of State.

Filing Fee: \$ 120-
Approved: [Signature]

FILE # 0188241-4
This space for use by Secretary of State.

FILED

JUN 08 2006

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: CCI Communications, LLC **PAID**
JUN 09 2006

2. State or Country under the laws of which the company is organized: (check one)

Illinois (domestic) Foreign (specify): Utah

3. Date organized (if an Illinois Limited Liability Company) or date authorized to transact business in Illinois (if a foreign Limited Liability Company): _____

4. TO ADOPT: (a) The Limited Liability Company intends to adopt and transact business under the assumed name of: CCI of Illinois, LLC

FAS

(b) The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until _____, 20____, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

5. TO CHANGE: (a) The above-named Limited Liability Company intends to cease transacting business under the assumed name of: _____

(b) and to commence transacting business under the new assumed name of: _____

6. TO CANCEL: The above-named Limited Liability Company intends to cease transacting business under the assumed name of: _____

7. TO RENEW: (a) The above-named Limited Liability Company intends to renew the assumed name of: _____

(b) The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until _____, 20____, the first day of the company's anniversary month in the next year, which is evenly divisible by five.

8. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this Application to Adopt, Change, Cancel or Renew an Assumed Name is to the best of my knowledge and belief, true, correct and complete.

Dated January 27, 2006
Month & Day Year
[Signature]
Signature
Jeffrey B. PARSON, COO
Name and Title (type or print)

If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.

- NOTE:
- a. An assumed name may be adopted in five-year increments. The right to use an assumed name shall be effective from the date of filing by the Secretary of State until the first day of the anniversary month of the Limited Liability Company that falls within the next calendar year evenly divisible by 5.
 - b. The filing fee to adopt an assumed name is \$150 for each year or part thereof ending in 0 or 5; \$120 for each year or part thereof ending in 1 or 6; \$90 for each year or part thereof ending in 2 or 7; \$60 for each year or part thereof ending in 3 or 8; or \$30 for each year or part thereof ending in 4 or 9.
 - c. The fee to change an assumed name is \$100.
 - d. The fee for canceling an assumed name is \$100.
 - e. The fee to renew an assumed name is \$300. An assumed name may be renewed 60 days prior to the expiration of the right to use the assumed name, for a period of five years, by making an election to do so at the time of filing the Annual Report and by paying the renewal fees as prescribed by this Act.
 - f. A penalty of \$100 will apply to any assumed name renewed on or after the first day of the company's anniversary month. If the assumed name is not renewed within the 60 days commencing with the first day of the company's anniversary month, the right to use the assumed name shall cease.

STATE OF ILLINOIS

Office of the Secretary of State

I hereby certify that this is a true and correct copy, consisting of four pages, as taken from the original on file in this office.



Jesse White

JESSE WHITE
SECRETARY OF STATE

DATED: June 22 2006

BY: Lund M. Hillman

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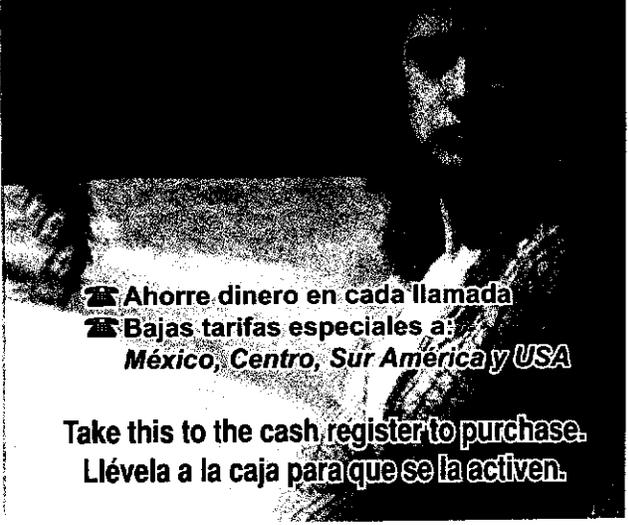


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4. Llamadas Internacionales:
011 + Código del País + Código de la Ciudad + el Número.

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access. Monthly maintenance fees and other fees may apply. Card expires 180 days from
first use. Non-refundable. Calls terminating at wireless receivers, in certain overseas
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Phoenix - English: **602-792-1320** Tucson - English: **520-618-1905**
Or dial (o marque): **1-800-408-1651**

2) At the prompt, Enter PIN # (Al Indicarle, marque su código de autorización):
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