EXHIBIT F

ARTICLES OF INCORPORATION

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

File Number 0006379-7

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

Whereas, ARTICLES OF ORGANIZATION OF
DELTA COMMUNICATIONS, L.L.C.,
ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE LIMITED LIABILITY COMPANY ACT OF ILLINOIS, IN FORCE JANUARY 1, 1994.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate of organization under the Illinois Limited Liability Company Act.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this* 2ND *day of* APRIL *A.D. 19* 96 *and of the Independence of the United States the two hundred and* 20TH.

SEAL OF THE STATE OF ILLINOIS
AUG. 26TH 1818

George H Ryan
SECRETARY OF STATE

LLC-19.1

DELTA COMMUNICATIONS, LLC

LIMITED LIABILITY COMPANY AGREEMENT

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Quote good through 9/30/01

Summary of charges:

Quanity	Description	Charges
10	SunCom States Business 250	$30 per line = $300 + tax
1	SunCom America 800	$90 per month + tax
1	SunCom America 1400	$140 per month + tax
12	Nokia 5165	$29 less $29 rebate = $0
12	Cigartette Lighter Adapter	$0
12	Leather Cases	$0
12	Magmount Antennas	$24.95 ea = $299.40

Thank you for the opportunity to serve you and your organization. I can be reached at 618-926-3000 or by calling my office at 1-877-552-9283. Mac Durall.

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LIMITED LIABILITY COMPANY AGREEMENT

FOR

DELTA COMMUNICATIONS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 1995 (the "Effective Date"), by and between each of those persons who have executed a counterpart signature page to this Agreement ("collectively, the "Members").

WHEREAS, the Members named above intend to form a limited liability company under the laws of the state of Illinois, to be known as Delta Communications, LLC;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members do hereby agree as follows:

ARTICLE I

DEFINITIONS

1.01 Defined Terms. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) "Agreement" - this Limited Liability Company Agreement as originally executed and as amended or revised from time to time.

(b) "Certificate of Formation" - the Certificate of Formation of Delta Communications, LLC, as filed with the Secretary of State of Illinois and as the same may be amended from time to time.

(c) "Capital Account" - as of any given date, the Capital Contribution to the Company by a Member as adjusted to the date in question pursuant to Article IX.

(d) "Capital Contribution" - any contribution to the capital of the Company in cash or property by a Member whenever made.

(e) "Code" - the Internal Revenue Code of 1986, as amended or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" - Delta Communications, LLC. If "Company" is used in reference to the Code or any Treasury Regulation, then for purposes of applying the Code or Treasury Regulation, "Company" shall be understood to constitute a "partnership".

(g) "Deficit Capital Account" - with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amount which such Member is obligated to restore under Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of Sections 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain (as determined in accordance with Section 1.704-2(d) of the Treasury Regulations) and in the minimum gain attributable to any partner nonrecourse debt (as determined under Section 1.704-2(i)(3) of the Treasury Regulations); and

(ii) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provision of Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

(h) "Distributable Cash" - all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) such Reserves as the Manager deems reasonably necessary for the proper operation of the Company's business.

(i) "Economic Interest" - a Member's or Economic Interest Owner's share of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Agreement and the Illinois Limited Liability Company Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Manager.

(j) "Economic Interest Owner" - the owner of an Economic Interest who is not a Member.

(k) "Effective Date" - the Effective Date of this Agreement.

(l) "Entity" - any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, estate association or any other juridical being.

(m) "Fiscal Year" - the Company's fiscal year, which shall end on the last day of December of each year.

(n) "Gifting Member" - any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(o) "Majority Interest" - one or more Membership Interests which taken together exceed fifty percent (50%) of the total Membership Interests.

(p) "Manager" - Delta Communications shall initially have one Manager. Specifically, Manager shall mean Robert F. Kelly, or any other Person succeeding him in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

(q) "Member" - each party who executes a counterpart of this Agreement as a Member and each party who may hereafter become a Member. To the extent a Manager has purchased Membership Interests in the Company, the Manager will have all the rights of a Member with respect to such Membership Interests, and the term Member as used herein shall include a Manager to the extent he has purchased such Membership Interests in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be. If Member is used in reference to the Code or any Treasury Regulation, then for purposes of applying the Code or Treasury Regulation, a Member shall be understood to constitute a partner.

(r) "Membership Interest" - a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Agreement and the Illinois Limited Liability Company Act.

(s) "Illinois Act" - the Illinois Limited Liability Company Act (805 Illinois Compiled Statutes Section 180/1-1, et seq.), as now in effect and as amended or

superseded from time to time.

(t) "Net Profits" and "Net Losses" - the income, gain, loss, deductions, and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with generally accepted accounting principles as of the close of each fiscal year.

(u) "Person" - any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

(v) "Reserves" - with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company's business.

(w) "Selling Member" - any Member or Economic Interest Owner which sells, assigns, pledges, hypothecates or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(x) "Transferring Member" - a Selling Member and/or a Gifting Member.

(y) "Treasury Regulations" - proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Formation and the corresponding sections of any regulations subsequently issued that amend, modify or supersede such regulations.

1.02 Other Definitional Provisions. All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words "hereof", "herein", and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all Article and Section references pertain to this Agreement. All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles. Terms used herein that are defined in the Illinois Act, unless otherwise defined herein, shall have the meanings specified in the Illinois Act.

ARTICLE II

FORMATION OF COMPANY

2.01 Formation. The Company is formed and the existence of the Company begins on the day that this Agreement is delivered to the Illinois Secretary of State in accordance with the Illinois Act.

2.02 Name. The name of the Company is Delta Communications, LLC ("Company"). The Company shall hold all of its property in the Company's name and not in the name of any Member.

2.03 Principal Place of Business. The principal place of business of the Company shall be _____. The Company may locate its places of business and registered office at any other place or places as the Manager may from time to time deem advisable.

2.04 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at _____. The mailing address of the registered office is _____. The name of its initial registered agent at such office and mailing address for service of process shall be _____. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Illinois Act.

2.05 Term. The term of the Company shall begin with the date of filing of the Certificate of Formation with the Illinois Secretary of State, and shall continue until the close of business on December 31, 2045, unless the Company is earlier terminated in accordance with either the provisions of this Agreement or the Illinois Act.

ARTICLE III

BUSINESS OF COMPANY

3.01 Permitted Businesses. The business of the Company shall be to operate a telecommunications business primarily, but not limited to, engaged in the provision of paging and other messaging services to the public. The business of the Company further includes, without limitation, obtaining financing for the above purpose, selling, exchanging, transferring or otherwise disposing of all or any part of the assets used in the Company's business and investing any funds held pursuant to the provisions of this Agreement. The Company shall also be permitted to engage in all activities

necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE IV

NAMES AND ADDRESSES OF MEMBERS

4.01 Names and Addresses of Members. The names and addresses of the Members are as set forth on Exhibit A of this Agreement.

ARTICLE V

RIGHTS AND DUTIES OF MANAGERS

5.01 Management. The business and affairs of the Company shall be managed by its Manager. The Manager shall direct, manage and control the business of the Company to the best of Manager's ability. Except as limited by this Agreement or by nonwaivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, 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.

5.02 Number, Tenure and Qualifications. The Company shall initially have one (1) Manager, Robert F. Kelley. The number of Managers of the Company shall be fixed from time to time by the affirmative vote of Members holding at least a Majority Interest but in no instance shall there be less than one (1) Manager. Each Manager shall hold office until the next annual meeting of Members or until his successor shall have been elected and qualified. Managers shall be elected by the affirmative vote of Members holding at least a Majority Interest. Managers need not be residents of the State of Illinois or Members of the Company.

5.03 Certain Powers of Manager. Without limiting the generality of Section 5.01, the Manager shall have the following power and authority, on behalf of the Company:

(a) To acquire property from any Person. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person;

(b) To borrow money for the Company from banks, other lending institutions, the Manager, Members, or affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to

hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Illinois Act, by agents or employees of the Company expressly authorized in writing to contract such debt or incur such liability by the Manager;

(c) To purchase insurance to protect the Company's property and business;

(d) To hold and own any Company real and/or personal properties in the Company's name;

(e) To invest any Company funds temporarily in instruments including, but not limited to, time deposits, short-term governmental obligations, commercial paper or other investments;

(f) Upon the affirmative vote of the Members holding at least two-thirds (2/3) of all Membership Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not a violation or cause of a default under any other agreement to which the Company may be bound; provided, however, that the affirmative vote of the Members shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; deeds; leases; partnership agreements; operating agreements of other limited liability companies; management agreements; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(h) To employ accountants, legal counsel, managing agents and other experts to perform services for the Company and to compensate them from Company funds;

(i) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized in writing to do so by this Agreement or by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized in writing by the Manager to act as an agent of the Company in accordance with this subparagraph.

5.04 Liability for Certain Acts. The Manager shall perform his duties as Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. A Manager of the Company shall not be personally liable to the Company or its Members for any act, debt, obligation or liability of the Company or Member except to the extent that a director of an Illinois business corporation is liable in analogous circumstances under Illinois law.

5.05 Manager Has No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his sole and exclusive function and a Manager may have other business interests and engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.06 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise.

5.07 Indemnity of Manager, Employees and Other Agents. The Company shall indemnify the Manager and make advances for expenses to the maximum extent permitted under Section 15-10 of the Illinois Act. The Company shall indemnify its employees and other agents who are not Managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by a Majority Interest of the Members.

5.08 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.09 Removal. At a meeting called expressly for that purpose, the Manager may be removed at any time, with or without cause, by the affirmative vote of a Majority Interest of the Members. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of a Majority Interest of the Members. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Managers then in office or by an election at an annual meeting or at a special meeting of Members called for that purpose or by the written consent of an affirmative vote of Members holding at least two-thirds (2/3) of all Membership Interests. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and shall hold office until the expiration of such term and until his successor shall be elected and shall qualify or until his earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor shall be elected and shall qualify, or until his earlier death, resignation or removal.

5.11 Compensation. Compensation of the initial Manager, Robert Kelley, for calendar years 1996 and 1997, shall be the Option granted to him as described in Section 8.02(b), herein. Thereafter, annual compensation to the Manager shall be determined at the preceding annual meeting of the Members by an affirmative vote of a Majority Interest of the Members.

5.12 Advisory Board. The Manager shall have the power to name up to three Members of the Company to serve as an Advisory Board to the Manager. The Advisory Board shall assist the Manager in overseeing the operations of the Company and shall perform such duties as assigned by the Manager. The initial Advisory Board of the Company shall be composed of James Harper, Stephen Kautz and Ronald Trinchitella.

(a) Compensation of the initial Advisory Board, for calendar years 1996 and 1997, shall be as specified in Section 8.02(b), herein. Thereafter, annual compensation to the Advisory Board shall be negotiated by the Manager and confirmed at the preceding annual meeting of the Members by an affirmative vote of a Majority Interest of the Members.

(b) At a meeting called expressly for that purpose, any Member serving on the Advisory Board may be removed at any time, with or without cause, by the affirmative vote of a Majority Interest of the Members. The removal of a Member

from the Advisory Board does not affect that individual's rights as a Member and shall not constitute a withdrawal of a Member.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF MEMBERS

6.01 Limitation of Liability. Each Member's liability for any act, debt, obligation, or liability of the Company or another Member or the Manager shall be limited to the extent that a shareholder of an Illinois business corporation is liable in analogous circumstances under Illinois law.

6.02 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of the Member under Section 8.01 or 8.02 to make Capital Contributions, except as provided herein or as otherwise required by law.

6.03 List of Members. Upon written request of any Member, the Manager shall provide a list showing the names, addresses, Membership Interests and Economic Interests of all Members.

6.04 Approval of Sale of All Assets. The Members shall have the right, by the affirmative vote of Members holding at least two-thirds (2/3) of all Membership Interests, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets (other than in the ordinary course of the Company's business) as part of a single transaction or plan.

6.05 Company Books. In accordance with Section 9.09 herein, the Manager shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents as required by Section 1-40 of the Illinois Act. Upon reasonable request, each Member and Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's or Economic Interest Owner's expense.

6.06 Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

6.07 Partition. Each Member waives until termination of the Company, any

and all rights that it may have to maintain an action for partition of the Company's property.

ARTICLE VII

MEETINGS OF MEMBERS

7.01 Annual Meeting. The annual meeting of the Members shall be held at such time as determined by the Manager, commencing in 1996, to transact such business as may come before the meeting.

7.02 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager or by any Member or Members holding at least fifty percent (50%) of the Membership Interests.

7.03 Place of Meetings. The Manager may designate any place, either within or outside of the State of Illinois, as the place of meeting for any meeting of the Members. If no designation is made, the place of meeting shall be the principal office of the Company as described in Section 2.03, herein.

7.04 Notice of Meetings. Except as provided in Section 7.05, written notice stating the place, day and hour of the meeting and, as to special meetings, the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, at the direction of the Manager or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail, postage prepaid, addressed to the Member at its address as it appears on the books of the Company.

7.05 Meeting of all Members. If all of the Members shall meet at any time and place, either within or outside of the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

7.06 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

7.07 Quorum. Members holding at least a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Membership Interests whose absence would cause less than a quorum.

7.08 Manner of Acting. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Illinois Act, by the Certificate of Formation, or by this Agreement.

7.09 Proxies. At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Manager before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

7.10 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members holding at least two-thirds (2/3) of all Membership Interests, except for the admission of a new Member into the Company, in which event the consent must be signed by each Member entitled to vote, and delivered to the Manager for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when the required Membership Interests have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

7.11 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE VIII

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Members' Capital Contributions. Each Member has made the required Capital Contribution to establish their respective Percentage Interest and Number of Units as shown in Exhibit B.

8.02 Additional Units. The Members hereby invest in the Manager the power to issue an additional 1,280,000 Units in the Company ("Additional Units") and to admit as Members the Persons to whom the Additional Units are issued. The Manager shall have absolute discretion, in the exercise of his reasonable business judgment, to decide to whom and in what amounts the Additional Units shall be issued, subject to the following:

(a) 280,000 Additional Units shall be reserved for Persons who are able to contribute services/assets needed by the Company to further any of its Permitted Businesses. The Units may be issued in consideration for any combination of services, assets or capital.

(b) 300,000 Additional Units shall be reserved for key employees ("Key Employee Additional Units"). 100,000 Key Employee Additional Units shall be reserved and subject to an option provided to Robert F. Kelley ("Option"). The Option shall be exercisable at any time or times by Mr. Kelley, in whole or in part, at a purchase price of $.50 per Unit. In lieu of salary for services to be performed in 1997, James Harper, Stephen Kautz and Ronald Trinchitella shall each have the option to receive 20,000 Key Employee Additional Units. Alternatively, James Harper, Stephen Kautz and Ronald Trinchitella shall have the right to purchase these Key Employee Additional Units for $.50 per Unit and not render services to the Company beyond 1996. In lieu of salary, in whole or in part, for services to be performed in 1997, Scott Riggs shall have the option to receive 50,000 Key Employee Additional Units. The remaining 90,000 Key Employee Additional Units, as well as any Key Employee Additional Units available as a result of unexercised options as described above, may be allocated to key employees at the reasonable discretion of the Manager. All options granted hereunder expire on January 15, 1998, unless previously exercised.

(c) 700,000 Additional Units shall be reserved for a Private Placement designed to raise working capital for the Company. These Units shall be offered at a per share price of not less than $1.00.

510,000 of these Additional Units shall be subject to a right of first refusal in favor of Members who are also shareholders of Illinois 9 Cellular Telephone Company, Inc. ("ICTC"). Each Member who is also a shareholder of ICTC shall have the right to purchase Additional Units at $1.00 per share. The number of shares that a shareholder of ICTC may purchase shall not exceed the product of 510,000 multiplied by the percentage ownership that the Member owns in ICTC. Each Member exercising this right of first refusal shall have a thirty (30) day period in which to exercise this right, and shall have an additional sixty (60) days in which to tender payment. Members shall not have any right of first refusal with respect to Additional Units for which another Member did not exercise, in whole or in part, the right of first refusal granted hereunder. Members shall have no other pre-emptive rights to purchase any Additional Units issued by the Company. At least sixty days prior to the sale of an of the Additional Units described in this subsection 8.02(c), the Manager will submit a business plan to the Members for their review.

The Company shall not issue any Units beyond those described herein, except pursuant to an affirmative vote of Members holding at least two-thirds (2/3) of all Membership Interests.

8.03 Additional Contributions. Except as unanimously approved by the Percentage Interests of the Company, no Member shall be required to make any additional Capital Contributions beyond such capital contribution required to acquire such Member's Percentage Interest in the Company. To the extent unanimously approved by the Manager, from time to time, the Members may be permitted to make optional Capital Contributions if and to the extent they so desire, and if the Manager determines that such optional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification). In such event, the Members shall have the opportunity (but not the obligation) to participate in such optional Capital Contributions on a pro rata basis in accordance with their Membership Interests. If all Members do not elect to pay their pro rata portion of such additional or optional Capital Contribution, the Manager shall adjust the Membership Interests as they deem appropriate to reflect the Capital Contributions made by the contributing Members.

8.04 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. The Capital Account of each Member shall consist of the agreed value of the original contribution to the Company. Further, each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company;

(2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); (3) allocations to such Member of Net Profits and Net Losses; and (4) allocations to such Member of income described in Section 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); (3) allocations to such Member of expenditures described in Section 705(a)(2)(B) of the Code; and (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value. Such adjustments to the Member's Capital Accounts shall be made in accordance with the method of accounting adopted by the Company for federal income tax purposes.

(b) If a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company occurs, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 8.04 is intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. If in the opinion of the Company's accountants, the manner in which Capital Accounts are to be maintained pursuant to the provisions of this Section 8.04 should be modified in order to comply with Section 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Section 8.04, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

(d) Upon liquidation of the Company (or any Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120) days after the date of the liquidation.) The Company may offset damages for breach of this Agreement by a Member or Economic Interest Owner whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount

otherwise distributable to such Member.

8.05 Withdrawal or Reduction of Members' Contributions to Capital.

(a) Without the prior written consent of all the Members, a Member shall not receive out of the Company's property any part of its Capital Contribution until all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Member, irrespective of the nature of its Capital Contribution, has only the right to demand and receive cash in return for its Capital Contribution.

8.06 Percentage Interest. A Member's Percentage Interest is the interest in the Company acquired by a Member, which shall entitle the Member to: (i) an interest in the Company's income, deductions, gains, losses and credits; (ii) an interest in the Company's distributions of cash or other property; and (iii) an interest in the Company's capital. Each Member's initial Percentage Interest shall be the amount shown in Paragraph 9.01 herein.

ARTICLE IX

ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS AND REPORTS

9.01 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated in accordance with those Membership Interests entered on the books and records of the Company for that fiscal year.

9.02 Special Allocations to Capital Accounts. Notwithstanding Section 9.01 hereof:

(a) No allocations of loss, deduction and/or expenditures described in Section 705(a)(2)(B) of the Code shall be charged to the Capital Accounts of any Member if such allocation would cause such Member to have a Deficit Capital Account. The amount of the loss, deduction and/or Code Section 705(a)(2)(B) expenditure which would have caused a Member to have a Deficit Capital Account shall instead be charged to the Capital Accounts of any Members which would not have a Deficit Capital Account as a result of the allocation, in proportion to their respective Capital Contributions, or, if no such Members exist, then to the Members in accordance with their interests in Company profits pursuant to Section 9.01.

(b) If any Member unexpectedly receives any adjustments, allocations,

or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4),(5), or (6) of the Treasury Regulations, which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, for subsequent years) shall be specially credited to the Capital Account of such Member in an amount and manner sufficient to eliminate (to the extent required by the Treasury Regulations) the Deficit Capital Account so created as quickly as possible. This Section 10.02(b) is intended to be interpreted to comply with the alternate test for economic effect set forth in Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(c) If any Member would have a Deficit Capital Account at the end of any Company taxable year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Member's share of minimum gain as defined in Section 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an obligation to restore in accordance with Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially credited with items of Company income (including gross income) and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of this Section 9.02, if there is a net decrease in the Company's minimum gain (as defined in Treasury Regulation Section 1.704-2(d)) during a taxable year of the Company, then, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in the Company's minimum gain. This Section 9.02(d) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any taxable year that the Company has a net decrease in the Company's minimum gain, the minimum gain chargeback requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, the Mangers may in their discretion (and shall, if requested to do so by a Member) seek to have the Internal Revenue Service waive the minimum gain chargeback requirement in accordance with Treasury Regulation Section 1.704-2(f)(4).

(e) Items of Company loss, deduction and expenditures described in Section 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as Member nonrecourse deductions under Section 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said Section 1.704-2(i) of the Treasury Regulations.

(f) Beginning in the first taxable year in which there are allocations of

"nonrecourse deductions" (as described in Section 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in accordance with, and as a part of, the allocations of Company profit or loss for such period.

(g) In accordance with Section 704(c)(1)(A) of the Code and Section 1.704-1(b)(2)(i)(iv) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(h) Pursuant to Section 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within five (5) years of being contributed, then, except as provided in Section 704(c)(2) of the Code, the contributing Member shall be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under Section 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(i) In the case of any distribution by the Company to a Member or Economic Interest Owner, such Member or Economic Interest Owner shall be treated as recognizing gain in an amount equal to the lesser of:

(i) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest or Economic Interest Owner's Economic Interest in the Company immediately before the distribution, reduced (but not below zero) by the amount of money received in the distribution, or

(ii) the Net Precontribution Gain (as defined in Section 737(b) of the Code) of the Member or Economic Interest Owner. The Net Precontribution Gain means the net gain (if any) which would have been recognized by the distributee Member or Economic Interest Owner under Section 704(c)(1)(B) of the Code if all property which (A) had been contributed to the Company within five (5) years of the distribution, and (B) is held by the Company immediately before the distribution, had been distributed by the Company to another Member or Economic Interest Owner. If any portion of the property distributed consists of property which had been contributed by the distributee Member or Economic Interest Owner to the Company, then such property shall not be taken into account under this Section 9.02(i) and shall not be taken into

account in determining the amount of the Net Precontribution Gain. If the property distributed consists of an interest in an entity, the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such entity after such interest had been contributed to the Company.

(j) In connection with a Capital Contribution of money or other property (other than a de minimis amount) by a new or existing Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, or in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a retiring Member or Economic Interest Owner as consideration for an Economic Interest or Membership Interest, the Capital Accounts of the Members shall be adjusted to reflect a revaluation of Company property (including intangible assets) in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). If under Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations, Company property that has been revalued is properly reflected in the Capital Accounts and on the books of the Company at a book value that differs from the adjusted tax basis of such property, then depreciation, depletion, amortization and gain or loss with respect to such property shall be shared among the Members in a manner that takes account of the variation between the adjusted tax basis of such property and its book value, in the same manner as variations between the adjusted tax basis and fair market value of property contributed to the Company are taken into account in determining the Members' shares of tax items under Section 704(c) of the Code.

(k) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

(l) Any credit or charge to the Capital Accounts of the Members pursuant to Section 10.02 (b), (c), and/or (d) hereof shall be taken into account in computing subsequent allocations of profits and losses pursuant to Section 9.01, so that the net amount of any items charged or credited to Capital Accounts pursuant to Sections 9.01 and 9.02 shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of this Article if the special allocations required by Sections 9.02 (b), (c), and/or (d) hereof had not occurred.

9.03 Distributions. Except as otherwise provided herein, all distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Percentage Interests of the Members on the record date of such

distribution. Except as provided in Section 9.04, all distributions of Distributable Cash and property shall be made at such time as determined by the Manager. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.03.

9.04 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company exceed all liabilities of the Company, except liabilities to Members on account of their contributions.

9.05 Accounting Principles. The profits and losses of the Company shall be determined in accordance with accounting principles applied on a consistent basis using the method of accounting determined by the Manager. It is intended that the Company will elect those accounting methods which provide the Company with the greatest tax benefits.

9.06 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

9.07 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

9.08 Accounting Period. The Company's accounting period shall be the Company's Fiscal Year.

9.09 Records, Audits and Reports. At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. At the end of each fiscal year, Members and Economic Interest Owners of the Company shall receive a copy of the Federal Partnership returns together with a schedule K-1 for that Member or Economic Interest Owner. The partnership returns shall be prepared by a CPA. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner and Manager, both past and present, a description and statement of the cash and agreed value of other property and services that each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member;

(b) A copy of the Company's Certificate of Formation and all amendments thereto, together with executed copies of any powers of attorney

pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years;

(d) Copies of the Company's currently effective written Agreement, including amendments thereto, and copies of any financial statements of the Company for the three (3) most recent years;

(e) A statement prepared by the Manager setting forth the following:

(i) the date or the event by which any additional contributions agreed to be made by any Member are to be made;

(ii) any right of a Member to receive distributions that include a return of all or any part of the Member's contribution; and

(iii) the terms and conditions of any power of a Member to grant the right to become a Member to an assignee of any part of the Member's Percentage Interest.

(f) Minutes of every annual, special and court-ordered meeting;

(g) Any written consents obtained from Members for actions taken without a meeting.

9.10 Returns and other Elections. The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the close of the Company's Fiscal Year.

All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in his sole discretion, provided that the Manager shall make any tax election requested by Members owning a majority of the Percentage Interests

It is the intention of the Members that for federal and state income tax purposes, the Company be classified as a partnership, and not as an association taxable as a corporation. The provisions of this Agreement shall be interpreted in a manner consistent with such intention.

9.11 Tax Matters Partner. Robert F. Kelley shall be the Member designated as

the Company's tax matters partner as defined in Section 6321 of the Internal Revenue Code. He shall have such duties, rights and obligations as are assigned to or imposed upon the tax matters partner by or under the Internal Revenue Code.

ARTICLE X

TRANSFERABILITY

10.01 Transferability. Subject to the provisions of this Article X, a Member or an Economic Interest Owner shall have the right to:

(a) sell, assign, pledge, hypothecate transfer, exchange or otherwise transfer for consideration, (collectively, "sell"),

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy)

all or any part of its Membership Interest or Economic Interest.

(c) If the Selling Member's interest in the Company is purchased by a third party purchaser or a gift of an interest in the Company (including an Economic Interest) is made, as a condition to recognizing the effectiveness and binding nature of any such sale or gift and (subject to Section 10.02, below) substitution of a new Member as against the Company or otherwise, the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest (as the case may be) to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the Manager may deem necessary or desirable to:

(i) constitute such purchaser as a Member, donee or successor-in-interest;

(ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);

(iii) maintain the status of the Company as a partnership for federal tax purposes; and

(iv) assure compliance with any applicable state and federal laws, including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the donee or successor in interest complies with Section 10.01(c). The Selling Member agrees, upon request of the remaining Members, to execute such certificates or other documents and perform such other acts as may be reasonably requested by the remaining Members from time to time in connection with such sale, transfer, assignment, or substitution. The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

10.02 Transferee Not Member in Absence of Unanimous Consent.

(a) Notwithstanding anything contained herein to the contrary, if all of the remaining Members do not approve by unanimous written consent of the proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by unanimous written consent of the Members) shall be effective unless and until written notice (including the name and address of the proposed, transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Member(s).

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the Transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of one hundred dollars ($100), all remaining rights and interests retained by the Transferring Member which immediately prior to such sale or gift were associated with the transferred Economic Interest.

ARTICLE XI

ADDITIONAL MEMBERS

11.01 Additional Members. Except for the issuance of the Additional Units described in Section 8.02, the Company shall not issue additional units in the Company except pursuant to an affirmative vote of Members holding at least two-thirds (2/3) of all Membership Interests. In addition, except for Persons issued the Additional Units described in Section 8.02, no Person shall be issued additional units and become a Member in the Company except upon the unanimous vote of the Members and compliance with the terms and conditions of this Agreement, including Section 10.01(c). No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at his option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XII

DISSOLUTION, DISSOCIATION AND TERMINATION

12.01 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following ("Event of Dissolution"):

(i) expiration of the term of the Company;

(ii) the written consent of Members holding at least two-thirds (2/3) of all Membership Interests;

(iii) the entry of a decree of judicial dissolution under Section 35-5 of the Illinois Act;

(iv) the death, retirement, resignation, bankruptcy, court declaration of incompetence with respect to, or dissolution of, a Member or occurrence of any other event that terminates the continued membership of a Member in the Company ("Withdrawal Events"), unless within 90 days after the event there are at least 2 remaining Members and Members holding at least two-thirds (2/3) of all Membership Interests agree to continue the business

of the Company; or

(v) Administrative dissolution under Section 35-25.

(b) As soon as possible following the occurrence of any of the events specified in this Section 12.01 effecting the dissolution of the Company, the appropriate representative of the Company shall execute Articles of Dissolution in such form as shall be prescribed by the Illinois Secretary of State and file same with the Illinois Secretary of State's office.

(c) If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Member's rights for the purpose of settling his estate or administering his property.

(d) Except as expressly permitted in this Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes a Withdrawal Event. Unless otherwise approved by Members owning a majority of the Percentage Interests, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of a Withdrawal Event, regardless of whether such Withdrawal Event was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Except as otherwise expressly provided herein, a Resigning Member shall become an Economic Interest Owner. Damages for breach of this Section 12.01(d) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

12.02 Effect of Filing of Articles of Dissolution. Upon the filing with the Illinois Secretary of State of Articles of Dissolution, the Company shall cease to carry on its business, except as may be necessary for the winding up of its business, and its separate existence shall cease except for the purpose of suits, other proceedings and actions as provided in the Illinois Act.

12.03 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall expeditiously proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Manager shall:

(i) Sell or otherwise liquidate all Company assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets to the Members in kind),

(ii) Allocate any profit or loss resulting from such sales to the Members' and Economic Interest Owners' Capital Accounts in accordance with Article IX hereof,

(iii) Discharge all liabilities of the Company, including liabilities to Members and Economic Interest Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Members and Economic Interest Owners for distributions, and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members and Economic Interest Owners, the amounts of such Reserves shall be deemed to be an expense of the Company),

(iv) Distribute the remaining assets in the following order:

(A) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by Member agreement. Such assets shall be deemed to have been sold as of the date of dissolution for fair market value, and the Capital Accounts of the Members and Economic Interest Owners shall be adjusted pursuant to the provisions of Article VIII and Section 9.03 of this Agreement to reflect such deemed sale.

(B) The positive balance (if any) of each Member's and Economic Interest Owner's Capital Account (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs) shall be distributed to the Members, either in cash or in kind, as determined by the Manager, with any assets distributed in kind being valued for this purpose at their fair market value as determined pursuant to this Section 12.03(b)(iv). Any such distributions to the Members in respect to their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

(e) The Manager shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

(f) The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

12.04 Return of Contribution Nonrecourse to Other Members. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

13.02 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided in Section 9.09. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members, Economic Interest Owners or their duly authorized representatives during reasonable business hours.

13.03 Application of Illinois Law. This Agreement, and its application or interpretation, shall be governed by its terms and by the laws of the State of Illinois, and specifically the Illinois Act, notwithstanding that one or more of the Members may be or become a resident of another state or country.

13.04 Amendments. This Agreement may not be amended, changed or modified except by the affirmative vote of Members holding at least two-thirds (2/3) of all Membership Interests.

13.05 Execution of Additional Instruments. Each Member hereby agrees to execute such further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

13.06 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

13.07 Headings; Table of Contents. The headings and table of contents in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

13.08 Waivers. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act from having the effect of an original violation.

13.09 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.11 Heirs, Successors and Assigns. All of the covenants, terms and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted herein, their respective heirs, legal representatives, successors and assigns.

13.12 No Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor or other person to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company.

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

13.14 Investment Representations. The undersigned Members and Economic Interest Owners, if any, understand (1) that the Membership Interests and Economic Interests evidenced by this Agreement have not been registered under the Securities Act of 1933, the Illinois Securities Act or any other state securities law, as of the date of adoption of this Agreement (the "Securities Acts") because the Company is issuing these Membership Interests and Economic Interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering, (2) that the Company has relied upon the fact that the Membership Interests and Economic Interests are to be held by each Member for investment, and (3) that exemption from registrations under the Securities Acts would not be available if the Membership Interests and Economic Interests were acquired by a Member with a view to distribution. The Company expressly reserves the right to apply for registration of the Membership Interests in one or more states in connection with a future offering of Membership Interests should the Manager deem such registration to be in the Company's best interests.

Accordingly, each Member and Economic Interest Owner hereby confirms to the Company that such Member and Economic Interest Owner is acquiring the Membership Interests and Economic Interests for such own Member's and Economic Interest Owner's account, for investment and not with a view to the resale or distribution thereof. Each Member and Economic Interest Owner agrees not to transfer, sell or offer for sale any of portion of the Membership Interests or Economic Interests unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933 and under any applicable state securities laws or unless the holder of Membership Interests or Economic Interests delivers to the

Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member and Economic Interest Owner understands that the Company is under no obligation to register the Membership Interests or Economic Interests or to assist such Member or Economic Interest Owner in complying with any exemption from registration under the Acts if such Member or Economic Interest Owner should, at a later date, wish to dispose of the Membership Interest or Economic Interest. Furthermore, each Member realizes that the Membership Interests and Economic Interests are unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an "affiliate" of the Company and the Membership Interest or Economic Interest has been beneficially owned and fully paid for by such Member or Economic Interest Owner for at least three (3) years.

Prior to acquiring the Membership Interests and Economic Interests, each Member and Economic Interest Owner has made an investigation of the Company and its business and has had available to each such Member and Economic Interest Owner all information with respect thereto which such Member needed to make an informed decision to acquire the Membership Interest or Economic Interest. Each Member and Economic Interest Owner considers himself or itself to be a person possessing experience and sophistication as an investor which are adequate for the evaluation of the merits and risks of such Member's or Economic Interest Owner's investment in the Membership Interest or Economic Interest.

*** NEXT PAGE IS COUNTERPART SIGNATURE PAGE ***