

OPERATING AGREEMENT OF E-COMMUNICATIONS, LLC

This Operating Agreement (the "Agreement") of E-Communications, LLC (the "Company") is hereby adopted on this 1st day of January, 2008, by Robert Eckman and Rebecca Eckman, husband and wife (the "Members"). The Members are the only members of the Company on the date hereof. This Agreement constitutes Members' declaration of an "operating agreement" as defined in Section 347.015(13) of the Missouri Limited Liability Company act, Sections 347.081 to 347.187 of the Revised Statutes of Missouri (the "Act") and is being adopted as required by Section 347.081 of the Act. It is the express intention of the Members that the Agreement is the operating agreement relating to the Company and shall govern, even when lawfully different than, the provisions of the Act or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement shall be considered amended to the least degree possible in order to make the Agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provisions of the Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

ARTICLE I

GENERALLY

Section 1. Name

The name of the Company is "E-Communications, LLC", and all business of the Company shall be conducted under that name to the extent permitted by applicable law.

Section 2. Effective Date

The Agreement shall become effective upon the filing and acceptance of the Company's Articles of Organization with the Secretary of State of Missouri.

Section 3. Term

The duration of the Company shall be perpetual, unless the Company shall be dissolved and its affairs wound up in accordance with the Act or Agreement (the "Term").

Section 4. Registered Agent And Office

The registered agent for the service of process and the registered office shall be that person and location reflected in the Articles of Organization as filed

in the office of the Secretary of State. The Members may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Members shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, and otherwise comply with the Act in this regard.

Section 5. Company Property

All the rights, title, interests, and properties of any nature whatsoever, tangible and intangible, owned or hereafter acquired or received by the Company are herein the "Property," and such Property is and shall be held in the name of the Company.

Section 6. Members' Authority

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

Section 7. Principal Place Of Business

The principal place of business of the Company shall be Highway 63 North, Thayer, Missouri 65791, or such other place or places as the Members shall designate in writing.

ARTICLE II

MANAGEMENT

Section 1. Manager

There shall at all times be one (1) manager (the "Manager") of the Company selected by the Members. The initial Manager of the Company is Robert Eckman.

Section 2. Management of the Company.

(a) The Manager shall be responsible for and shall have authority for conducting the ordinary and usual business and affairs of the Company unless limited or otherwise provided by this Agreement.

(b) The Manager shall have the exclusive and plenary right, power, authority, and responsibility to manage and operate the business and affairs of the Company and to make all decisions with respect thereto and enter into transactions on behalf of the Company in connection with the business,

including, without limitation, any and all deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations. The Manager may delegate to Members or third parties ministerial authority to conduct the day-to-day operations of the Company. No person dealing with the Manager need inquire into the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager in executing the same. No other person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law, unless such act is in conjunction with the act of the Manager.

(c) Notwithstanding the provisions of the above paragraphs of this Section, the Members (and not the Manager) shall determine the compensation of Manager and have exclusive authority with respect to the merger, consolidation, conversion, or sale of substantially all the assets of the Company and the admission and expulsion of members.

ARTICLE III

CAPITAL

Section 1. Contributions to Capital

The capital contributions of the Members on the books of the Company shall bear no interest except as otherwise provided herein or required by the Act and shall reflect the fair market value of all property contributed by the Members.

Section 2. Capital Accounts

To the extent required, a capital account shall be established for the Members, and shall be maintained and adjusted in accordance with applicable tax or accounting principles.

ARTICLE IV

OWNERSHIP INTEREST, ALLOCATIONS AND ACCOUNTING

Section 1. Ownership Interest

The ownership interest in the Company of each Member shall be in the percentage as set forth on Exhibit A, attached hereto, and as may be amended from time to time.

Section 2. Allocations

All profits, gains, losses, income, deductions, and credits shall be allocated to the Members.

Section 3. Accounting

- (a) The fiscal year of the Company shall be the calendar year.
- (b) Books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company.

Section 4. Banking

The funds of the Company shall be deposited in such bank accounts, or invested in such interest bearing or non-interest bearing investments in the Company's name, as shall be determined by the Manager, unless otherwise directed by the Members. The funds of the Company shall not be commingled with the funds of any other person or company. The Manager shall direct in writing to any such banking or financial institution the name of any person having withdrawal or check-writing authority on such banking or financial accounts. Such authorized person(s) need not be a member of the Company. The authorization by the Manager may be made directly on the bank's account signature card or similar documentation.

ARTICLE V

MEETINGS AND VOTING BY MEMBERS

A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place in Thayer, Missouri, designated by the person calling the meeting. Not less than ten (10) nor more than thirty (30) days before each meeting, the person calling the meeting shall give written notice of the meeting to each Member entitled to vote at the meeting. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the Company's records, or is present at the meeting in person or by proxy. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person, or by proxy, of fifty percent (50%) of the Members (marital or other jointly owned membership interests shall be considered one Member regardless of the number of owners of that interest), shall constitute a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney-in-fact. Except as otherwise provided in this Agreement, the affirmative vote of Members holding fifty-one percent (51%) or

more of the ownership interest in the Company shall be required to approve any matter coming before the Members at a meeting.

ARTICLE VI

DISSOLUTION AND WINDING UP

Section 1. Dissolution

The Company shall be dissolved and its affairs wound up upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute dissolution events):

- (a) The written consent of the Members; or
- (b) Upon the death of the Members.

Section 2. Effect of Dissolution

Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company business, but the Company shall not be terminated, but shall continue until the winding up of the affairs of the Company is completed and articles of termination have been filed with the Secretary of State.

Section 3. Winding Up and Certificate of Dissolution

The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property has been distributed. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State, which shall set forth the information required by the Act.

ARTICLE VII

DISTRIBUTION ON LIQUIDATION

In the event of the sale or other disposition of all or substantially all of the Property or the dissolution and termination of the Company for any other reason, the Company shall be dissolved and liquidated, and all of the Property shall be distributed as follows and in the following order of priority:

- (a) All of the Property, if any, other than cash, shall be sold or collected and turned into cash as expeditiously as possible.

(b) All of the Company's debts, liabilities, and obligations (excluding any loans or advances by the Members) shall be paid in full, or reserves therefor shall be set aside.

(c) All of the Company's debts, liabilities, and obligations to the Members shall be paid, but if the amount available therefor shall be insufficient, then pro rata on account thereof.

(d) Any amount remaining shall be distributed to the Members.

ARTICLE VIII

TRANSFERS/SALES

Section 1. Restrictions on Transfers of Interests

(a) No Member (or Successor) may, without the prior consent of all of the Members not then in default hereunder, effect a Transfer of all or any part of his or her Interest. Voluntary Transfers in violation of the provisions hereof shall be void and of no effect for any purpose. Members who have effected Transfers of all of their Interests shall have no further right, authority, and/or responsibility to participate in the management of the business and affairs of the Company.

(b) Each party hereto acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Company purposes and the relationship of the Members. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable. Each party hereto hereby further agrees to hold the Company and each Member (and such Member's Successors) wholly and completely harmless from any cost, liability, or damage (including reasonable attorneys' fees, liabilities for income taxes, and the cost of enforcing this indemnity) incurred by any of such indemnified Persons as a result of a Transfer or an attempted Transfer by such party in violation of this Agreement.

(c) All whole or partial Interests transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement and no Transfer of a whole or partial Interest otherwise permitted hereunder (except for a pledge or collateral assignment permitted hereunder which does not transfer present ownership to another Person) shall be effective for any purpose unless and until the party to whom such Interest is being Transferred has executed this Agreement (as amended) and agreed to be bound by all of its terms and provisions. Unless otherwise expressly agreed by the Members or expressly provided herein, no Transfer permitted hereunder shall relieve the assignor from any of its obligations under this Agreement accruing prior to such Transfer.

Section 2. Right of First Refusal

(a) Subject to Paragraph (b) below, each time a Member or Successor proposes to make or suffer any Transfer of all or any portion of his or her Interest, such Member or Successor (the "Selling Party") shall give written notice thereof (the "Disposition Notice") to the Company and the other Members which sets forth the portion (or all) of Selling Party's Interest that is the subject of such proposed Transfer (the "Offered Interest"), the identity of the proposed transferee, and a copy of the letter of intent (which may be nonbinding), if any, with the proposed transferee. By giving the Disposition Notice, the Selling Party shall be deemed to have granted to the Company and the other Members, in that order, an option to purchase, in the aggregate, all (but not less than all) of the Offered Interest on the terms set forth in this Section.

(1) Within forty-five (45) business days after receipt of the Disposition Notice, the Company shall notify, in writing, all Members (other than the Selling Party) of the portion (or all) of the Offered Interest that the Company desires to purchase pursuant to this Section (the "Company Election"). The decision as to whether or not the Company shall offer to purchase all or any portion of the Offered Interest shall be made by the Members (other than the Selling Party).

(2) If the Company elects to purchase less than all of the Offered Interest or if the Company fails to give the Company Election, each Member other than the Selling Party shall have until the fifteenth (15th) business day following such Member's receipt of the Company Election, or in the event the Company Election is not received, the sixtieth (60th) business day following such Member's receipt of the Disposition Notice (such fifteenth (15th) or sixtieth (60th) business day, as the case may be, hereinafter referred to as the "Exercise Date"), within which to notify the Company, in writing, of such Member's desire to purchase all or any portion of the Offered Interest which the Company has not elected to purchase (the "Member Election"). If more than one Member elects to exercise the purchase option set forth in this Section (the "Electing Members"), then unless they agree otherwise in writing, the Electing Members shall acquire portions of the Selling Party's remaining Interest *pro rata* in the ratios in which each such Electing Member's Distribution Percentage bears to the aggregate Distribution Percentages owned by all of the Electing Members.

(3) The failure of the Company or a Member to submit, respectively, the Company Election or a Member Election within the time period specified above shall constitute an election by the Company or such Member not to purchase any of the Offered Interest. Notwithstanding any provision in this Agreement to the contrary, any Disposition Notice given with respect to a deceased Member's Interest shall not become effective for purposes of instituting the provisions in this Section until such date as the

personal representative of such deceased Member is appointed and qualified to act on behalf of the deceased Member.

(4) Upon the determination of the portion of the Offered Interest that the Company and/or Electing Members will purchase, the Company, on its own behalf and as the agent of the Electing Members, shall give notice of their exercise to the Selling Party no later than five (5) business days after the Exercise Date. Such notice shall fix a closing date (the "Closing Date") for the purchase, which shall not be earlier than five (5) or more than forty-five (45) days after the Exercise Date.

(5) The portion of the Purchase Price payable by the Company and/or an Electing Member, as the case may be, shall be an amount equal to that percentage of the Offered Interest to be purchased by the Company or the Electing Member multiplied by the Purchase Price. The Purchase Price shall be paid on the Closing Date. The Purchase Price shall be determined by the procedure set out in Exhibit B attached hereto.

(6) Notwithstanding the foregoing, unless elections have been made under clause (4) above to acquire all of the Offered Interest, the Selling Party shall not be required to sell any part of such Offered Interest to any Purchasing Party who made the election under (4) and may conclude a sale of the entire Offered Interest to the Proposed Purchaser or, at his or her option, may sell so much of the Offered Interest to the electing parties under (4) above (at the time(s) specified above) as they have elected to purchase, and conclude a sale of the remainder of such Offered Interest to the Proposed Purchaser.

(7) Any sale to the Proposed Purchaser under this provision may be concluded at any time or times within ninety (90) days after the Exercise Date, for a purchase price and on terms which are at least as favorable to the Selling Party as those contained in the Offer Notice; but if a sale is not consummated within such period, then the rights of the Purchasing Parties to notice and purchase as aforesaid shall continue as to any new sale.

(8) The right of first refusal set forth above shall be applicable to each attempted sale of an Offered Interest. Any Electing Member may assign all or a portion of his or her rights to acquire a portion (or all) of an Offered Interest to any person who would be a "Permitted Transferee" of such Member.

(b) Subject to Paragraph (c) below, any Member may, without making the offer provided for in Paragraph (a) above, transfer his or her Interest in the Company or any part thereof if such Transfer is made:

(1) To any "Family Member" or in the case of a revocable *inter vivos* trust which is a Member, to the grantor and/or to any "Family Member" with respect to the grantor;

(2) To a trust which has as its beneficiaries only a Member or Family Member(s) of a Member;

(3) To any other Member or Family Member of such other Member; and/or

(4) If such Member is a trust, to the beneficiaries of such trust by operation or under authority of its governing instrument or by a Transfer from the trust to a Permitted Transferee (as hereinafter defined).

For purposes of this Paragraph (b), the term "Permitted Transferee" shall mean any of the Persons described in (1), (2), or (3) above and the term "Family Member" shall mean a spouse, child, spouse of a child, and grandchild (each a "Close Relative") of the Person in question or a lineal descendant of any such Close Relative.

(c) In the event of the death of all of the owners (individual, joint, or beneficial owners) of a Member's Interest, the Company first, and the other Members second, shall be entitled to purchase from the successors, heirs, beneficiaries, estate, personal representative or trust the entire Member Interest of the decedent upon the terms stated in this Section 2.

Section 3. Effect of Assignment; Documents

(a) All whole or partial Interests transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement and no Transfer of a whole or partial Interest otherwise permitted hereunder (except for a pledge or collateral assignment permitted hereunder which does not transfer present ownership to another Person) shall be effective for any purpose unless and until the party to whom such Interest is being transferred has executed this Agreement (as amended) and agreed to be bound by all of its terms and provisions. Unless otherwise expressly agreed by the Members or expressly provided herein, no Transfer permitted hereunder shall relieve the assignor from any of its obligations under this Agreement accruing prior to such Transfer.

(b) In the event ownership of any whole or partial Interest is transferred to any other Person in accordance with the provisions set forth in this Article, the successor to such Interest (a "Successor") shall succeed to such Interest as an assignee only under Section 347.115.1 of the Act and shall have no right to become a substitute Member or to participate in the management of the business and affairs of the Company and shall not be considered a "Member" under this Agreement or be a "Member" as that term is used in the Act with respect to the

Interest so transferred; PROVIDED, HOWEVER, that such Successor shall, in addition to the other rights and obligations of a successor herein expressly set forth, (1) be liable for the obligations of his or her assignor under this Agreement attributable to such Interest, (2) be subject to the continuing obligations attributable to such Interest and (3) be entitled to receive the distributions attributable to such Interest and allocations of profits and losses (and other items) as herein provided.

ARTICLE IX

GENERAL

Section 1. Governing Law

This Agreement and the rights and obligations of the Members and the Members' successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Missouri.

Section 2. Entire Agreement

This Agreement contains the entire operating agreement with respect to the Company. No variations, modifications, or changes herein or hereof shall be binding unless set forth in a document duly executed by or on behalf of the Members.

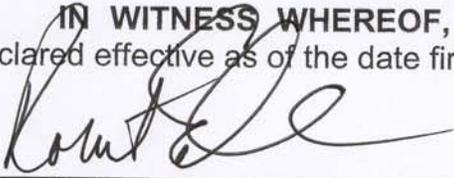
Section 3. Binding Agreement

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the Members and the Members' personal representative, successors, and assigns.

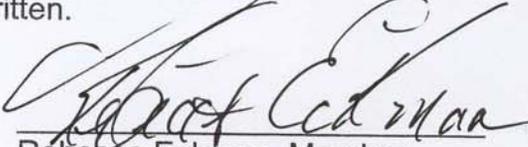
Section 4. Rights of Creditors and Third Parties Under Company Agreement

This Agreement is adopted and declared by the Members for the exclusive benefit of the Members, and the Members' personal representative, successors, and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any capital or otherwise.

IN WITNESS WHEREOF, this Agreement is executed, adopted, and declared effective as of the date first above written.



Robert Eckman, Member



Rebecca Eckman, Member