kokosing
CONSTRUCTION COMPANY, INC.

Volume 1 Appendices

VOLUME **1**

Authorization Documents

VOLUME **1**

kokosing
CONSTRUCTION COMPANY, INC.

CERTIFIED CORPORATE RESOLUTION
Kokosing Construction Company, Inc.

The Board of Directors of Kokosing Construction Company, Inc. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Ohio, approved the following resolution in writing pursuant to Ohio Revised Code Section 1701.59 on March 4, 2020, and that said resolution has not been modified, amended or rescinded and remains in full force and effect:

RESOLVED: That the following named individuals are authorized to hereby sign bid documents and contracts on behalf of the Corporation in accordance with the attached Signature Authorization dated March 4, 2020:

John D. Householder - President
Daniel J. Compston - Executive Vice President
Wm. Barth Burgett - Executive Vice President
Kenneth E. Lake – Senior Vice President
Mike C. Koelbl - Vice President of West Virginia
Robert B. Bowers - Vice President Estimating & Assistant Secretary
Kevin Ohl - Vice President of Engineering & Alternative Project Delivery
Timothy J. Freed - Treasurer
Scott B. Erick – Senior Vice President & Executive Ethics Officer
Nick E. Vranak - Vice President Safety
Gabe J. Roehrenbeck - General Counsel
Brooke E. Hoeflich - Secretary
Dustin J. Fisher - Assistant Secretary
Troy Hargis - Vice President - Asphalt
Bart A. Moody - Assistant Vice President of Asphalt Estimating & Engineering and Assistant Secretary
Thomas L. Roland - Assistant Secretary
Brittney R. Burgett — Assistant Secretary

The undersigned hereby certifies that she is the duly elected, qualified and Acting Secretary of the Corporation, and that she is authorized to give this Certified Corporate Resolution.

Certified this 9th of November, 2020.

Brooke Hoeflich
Brooke E. Hoeflich, Secretary

ACTIONS BY WRITTEN CONSENT OF THE DIRECTORS OF KOKOSING CONSTRUCTION COMPANY, INC.

PURSUANT to the authority of Section 1701 of the Ohio Revised Code, the undersigned, being the directors (the "Directors") of **Kokosing Construction Company, Inc.**, an Ohio corporation (the "Corporation"), and the only persons who would be entitled to notice of a meeting of the Directors, do hereby waive notice in writing of such a meeting and hereby adopt, by these Actions by Written Consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly-convened meeting of the Directors on March 4, 2020:

RESOLVED that the following individuals are provided the following signature authority:

Co-Chief Executive Officers of Kokosing, Inc. (the Corporation's parent company), Wm. Brett Burgett and Wm. Bryce Burgett

All documents, contracts, and agreements on behalf of the Corporation.

President, Executive Vice President, Senior Vice Presidents, Vice Presidents, Todd Lezon, and Bart A. Moody

All contracts and contract change orders related to construction projects, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects.

Assistant Vice Presidents and Steven E. Malone

All contracts and contract change orders, proposals and bid documents, subcontracts, purchase orders and change orders, and other contracts or documents specifically related to construction projects up to $30 million.

Executive Vice President - Equipment

All contracts in relation to purchasing equipment or equipment maintenance services to be used in the course of the Corporation's construction projects.

Senior Vice President & Executive Ethics Officer

All contracts in relation to purchasing of insurance on behalf of the Corporation, employment proposals, contracts for training services, and settlements related to workers' compensation and insured liability claims.

Treasurer

All contracts related to bank financing, establishing bank accounts, equipment leases, credit applications, bonding agreements, and execute of corporate tax returns, and amendments to the 401K plan.

General Counsel

All documents and contracts related to legal matters.

Vice President Safety

All contracts relating to safety-related services on behalf of the Corporation and regulatory filings related to safety.

Area Managers, Project Executives, Project Managers, James Elchert, Jeff Kerst, and Dustin Fisher

Proposals, change orders, subcontracts, and purchase orders under $500,000.

Project Engineers and Estimators

Proposals under $50,000, and subcontracts, purchase orders and change orders under $100,000.

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ACTIONS BY WRITTEN CONSENT OF THE DIRECTORS OF KOKOSING, INC.

PURSUANT to the authority of Section 1701 of the Ohio Revised Code, the undersigned, being the directors (the "Directors") of **Kokosing, Inc.**, an Ohio corporation (the "Corporation"), and the only persons who would be entitled to notice of a meeting of the Directors, do hereby waive notice in writing of such a meeting and hereby adopt, by these Actions by Written Consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly-convened meeting of the Directors on March 4, 2020:

RESOLVED that the following individuals are hereby appointed to the offices of the Corporation set opposite their respective names, and are to hold their respective offices until their successors have been duly appointed:

Wm. Brett Burgett – Co-Chief Executive Officer & President
Wm. Bryce Burgett – Co-Chief Executive Officer
Wm. Brian Burgett – Chairman of the Board of Directors
Wm. Barth Burgett – Executive Vice President
Timothy J. Freed – Chief Financial Officer & Treasurer
Scott B. Erick – Senior Vice President & Executive Ethics Officer
Gabe J. Roehrenbeck – General Counsel
Nick E. Vranak – Vice President Safety
Brooke E. Hoeflich – Secretary

RESOLVED that any and all actions taken by the Corporation's directors and officers to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

These Actions by Written Consent shall be effective as of the date written above when executed by all Directors.

SIGNATURES ON FOLLOWING PAGE

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SIGNATURE PAGE

DIRECTORS:

DocuSigned by:
Wm. Brian Burgett
087522760CA4429...
Wm. Brian Burgett

DocuSigned by:
Wm. Brett Burgett
237A4D32193A4E0...
Wm. Brett Burgett

DocuSigned by:
Brooke E. Hoeflich
08699B86FDF947E...
Brooke E. Hoeflich

DocuSigned by:
Marsha K. Rinehart
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Marsha K. Rinehart

DocuSigned by:
Wm. Barth Burgett
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Wm. Barth Burgett

DocuSigned by:
Eric Chen
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Eric Chen

DocuSigned by:
Thomas G. Muraski
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Thomas G. Muraski

DocuSigned by:
John D. Householder
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John D. Householder

DocuSigned by:
F75A097D0CFF44C...
Jeffrey H. Sopp

DocuSigned by:
Mark E. Boitano
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Mark E. Boitano

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ACTIONS BY WRITTEN CONSENT OF THE DIRECTORS OF KOKOSING, INC.

PURSUANT to the authority of Section 1701 of the Ohio Revised Code, the undersigned, being the directors (the "Directors") of **Kokosing, Inc.**, an Ohio corporation (the "Corporation"), and the only persons who would be entitled to notice of a meeting of the Directors, do hereby waive notice in writing of such a meeting and hereby adopt, by these Actions by Written Consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly-convened meeting of the Directors on March 4, 2020:

RESOLVED that the following individuals are provided the following signature authority:

Co-Chief Executive Officers and President

All documents, contracts, and agreements on behalf of the Corporation and its subsidiaries.

Senior Vice President & Executive Ethics Officer

All contracts in relation to purchasing of insurance on behalf of the Corporation, employment proposals, contracts for training services, and settlements related to workers' compensation and insured liability claims.

Chief Financial Officer

All contracts related to bank financing, establishing bank accounts, equipment leases, credit applications, bonding agreements, investments, and to execute corporate tax returns.

General Counsel

All documents and contracts related to legal matters.

Vice President Safety

All contracts relating to contracting for safety-related services on behalf of the Corporation and regulatory filings related to safety.

RESOLVED FURTHER that any and all actions taken by the Corporation's directors and officers to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified, and confirmed.

These Actions by Written Consent shall be effective as of the date written above when executed by all Directors.

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SIGNATURE PAGE

DIRECTORS:

DocuSigned by:
Wm. Brian Burgett
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Wm. Brian Burgett

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Wm. Brett Burgett
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Wm. Brett Burgett

DocuSigned by:
Brooke E. Hoeflich
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Brooke E. Hoeflich

DocuSigned by:
Marsha K. Rinehart
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Marsha K. Rinehart

DocuSigned by:
Wm. Barth Burgett
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Wm. Barth Burgett

DocuSigned by:
Eric Chen
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Eric Chen

DocuSigned by:
Thomas G. Muraski
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Thomas G. Muraski

DocuSigned by:
John D. Householder
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John D. Householder

DocuSigned by:
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Jeffrey H. Sopp

DocuSigned by:
Mark E. Boitano
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Mark E. Boitano

Jacobs

SECRETARY CERTIFICATE

I, Justin Johnson, Secretary of Jacobs Engineering Group Inc., hereby certify that:

Mike McCarty is Vice President of Jacobs Engineering Group Inc., and has been granted authority, by the board of directors to execute documents on behalf of Jacobs Engineering Group Inc.

Dated this 20th day of October 2020.

JACOBS ENGINEERING GROUP INC
CORPORATE
SEAL
DELAWARE

_____
Justin Johnson, Secretary

ANNUAL MEETING OF THE DIRECTORS OF
NORTH STAR PAINTING COMPANY, INC.
BY ACTION IN WRITING PURSUANT TO
REVISED CODE SECTION 1701.54

Under and by virtue of the statute, the undersigned, being all of the Directors of NORTH STAR PAINTING COMPANY, INC., do hereby take in writing the following action as of the 30th day of September, 2020:

BE IT RESOLVED: That the following named officers be and the same are hereby elected to serve for the ensuing fiscal year and until their successors are duly elected and qualified:

IRENE N. KALOURIS	-	President
IOANNIS N. KALOURIS	-	First Vice President
ANASTASIA KALOURIS PILATOS	-	Second Vice President
EMMANUEL GEORGE PILATOS	-	Third Vice President
NICK KALOURIS	-	Secretary/Treasurer

BE IT FURTHER RESOLVED: That IRENE N. KALOURIS, as President of the Corporation, received a salary of Seventy eight thousand AND 00/100 DOLLARS ($ 78,000.00) during the fiscal year ending September 30, 2020 - which sum is hereby ratified and approved.

BE IT FURTHER RESOLVED: That NICK KALOURIS, as Secretary/Treasurer of the Corporation, received a salary of Seventy eight thousand AND 00/100 DOLLARS ($ 78,000.00) during the fiscal year ending September 30, 2020 - which sum is hereby ratified and approved.

Irene N Kalouris
IRENE N. KALOURIS

Nick Kalouris
NICK KALOURIS

MINUTES

OF

ACTIONS TAKEN IN WRITING WITHOUT A MEETING

BY ALL MEMBERS

OF

DLZ INDIANA, LLC

AS OF JULY 31, 2020

The undersigned, being all the Members of DLZ Indiana, LLC, an Indiana limited liability company (the "Company"), do hereby take the following actions by this writing, effective on the date set forth above, pursuant to the provisions of Section §23-18-4-3 of the Indiana Code.

RESOLVED, that Company Vice President Laurie Johnson is authorized to execute and enter into contracts on behalf of the Company, and to bind the Company to such contracts.

FURTHER RESOLVED, that Company Secretary Ram Rajadhyaksha is authorized to prepare and execute a certified copy of these resolutions.

These minutes constitute a complete record of actions taken by all the Members of the Company, effective on the date set forth above.

DLZ NATIONAL, INC., MEMBER
(a Delaware corporation)

By: _____
V. V. Rajadhyaksha, Chairman of the Board

DLZ INDIANA, INC., MEMBER
(an Indiana corporation)

By: _____
V.V. Rajadhyaksha, Chairman of the Board

CERTIFIED RESOLUTIONS

I, the undersigned, Ram V. Rajadhyaksha, Secretary of DLZ Indiana, LLC, an Indiana limited liability company (the "Company"), do hereby certify that, effective as of July 31, 2020, the members of the Company unanimously adopted the following resolutions, and that the adoption of said resolutions was in accordance with the Articles of Incorporation and Code of Regulations or Bylaws of the Company:

RESOLVED, that Company Vice President Laurie Johnson is authorized to execute and enter into contracts on behalf of the Company, and to bind the Company to such contracts.

FURTHER RESOLVED, that Company Secretary Ram Rajadhyaksha is authorized to prepare and execute a certified copy of these resolutions.

These minutes constitute a complete record of actions taken by all the Members of the Company, effective on the date set forth above.

IN TESTIMONY WHEREOF, I have hereunto set my hand as of the date set forth above.

Ram V. Rajadhyaksha, Secretary

November 11, 2020

Indiana Finance Authority
One North Capitol, Suite 900
Indianapolis, IN 46204

RE: Evidence of signature authority

To whom it may concern,

Please accept this letter as notification that I am the President and sole Owner of Metric Environmental, LLC. By way of this letter, I hereby authorize Vince L. Epps (Vice President, Metric Environmental) as an official signatory of all applicable proposal response documents related to the Sherman Minton Corridor Project.

Sincerely,

Kenneth Beache
President and CEO

OPERATING AGREEMENT

FOR

METRIC ENVIRONMENTAL, LLC

DECEMBER 14, 2014

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GOVERNANCE OF THE COMPANY

Section 3.10. Manager.

Day-to-day management of the Company's business shall be exclusively vested in a manager (the "Manager"). The initial Manager shall be Kenneth Beache. The Manager shall be elected by a Majority in Interest of the Members. The Manager shall also be a Member of the Company. The Manager shall serve for a term of one (1) year and until the Manager's successor has been duly elected and qualified. Such elections shall be recorded in the records of the Company. In the event Kenneth Beache dies, the executor or executrix of his estate will serve as the successor manager until the Company or remaining members redeem Kenneth Beache's Units in accordance Section 7.10, Section 7.18 and Section 7.21.

The Manager shall not be personally liable for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any Member, agent or employee of the Company. The Manager shall perform the Manager's duties as a Manager in good faith, in a manner the Manager 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 is not liable for any action taken as Manager, or any failure to take any action, unless the Manager has breached or failed to perform the Manager's duties and the breach or failure to perform constitutes willful misconduct or recklessness.

In performing the Manager's duties, the Manager shall be entitled to rely on information, opinions, reports, or statements of the following persons or groups unless the Manager has knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(i) One or more employees or other agents of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented;

(ii) Any attorney, public accountant, or other person as to matters which the Manager reasonably believes to be within such person's professional or expert competence.

Except to the extent provided in the Articles, the Manager is an agent of the Company for the purpose of apparently carrying on in the usual way the business of the Company, and the act of the Manager, including the execution in the Company name of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company, unless such act is in contravention of the Articles or this Agreement or unless the Manager so acting otherwise lacks the authority to act for the Company, and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

Notwithstanding the foregoing delegation of authority to the Manager, the Members shall have the right to approve by affirmative vote of a Majority in Interest of the Members any sale or grant to any Person or Persons of any commitment or other obligation to issue, sell or grant to any Person (A) any Interest, (B) any securities convertible into or exchangeable for or carrying any rights to acquire from the Company any interest of (C) any options, warrants or any other rights to acquire from the Company any Interest, in addition to any other rights reserved to the Members elsewhere in this Agreement, the Articles or the Act.

Section 3.11. **Powers of the Manager**. Subject to Section 3.10, the Manager shall have the right and authority to take all actions which the Manager deems necessary, useful or appropriate for the day-to-day management and conduct of the Company's business and may exercise all powers of the Company and perform all lawful acts as are required by the Articles, this Agreement or the Act, directed or required to be exercised or done by the Members. Except to the extent that a Majority in Interest of the Members may determine otherwise, the authority to execute agreements and other instruments on behalf of the Company shall be vested in the Manager or the Officers (as defined below), or any of them singly. The Manager shall have the power to designate and appoint such officers as it deems necessary or desirable and to define the powers and duties thereof (the "Officers").

Section 3.12. **Delegation of Certain Management Authority**. The Manager may delegate to a subcommittee of Members, one or more designated Members, one or more Officers of the Company, or one or more employees of the Company any management responsibility or authority, subject to oversight of the President. The Members may create such offices, appoint such officers and delegate thereto such responsibility or authority as they determine to be appropriate.

Section 3.13. **President**. The Manager shall designate the President of the Company. The President shall serve until a successor has been designated by the Manager and shall be subject to removal at any time by a Majority in Interest of the Members. The President of the Company is responsible for managing and supervising the affairs and personnel of the Company and shall preside at all meetings of the Members. The President has such other powers and duties as the Manager may from time to time prescribe. The President as of the Effective Date shall be Kenneth Beache.

Section 3.14. **Action by the Members**. The Members may act by vote, resolution or other action approved or adopted at a meeting held in accordance with this Section 4.5, by a written consent signed in accordance with this Section 4.5 or by written agreement of the holder(s) of the requisite number of Units. Rules for the conduct at meetings of the Members and for action by written consent of the Members follow:

Annual Meetings. Annual meetings of the Members shall be held on the first Tuesday in June of each year at the Principal Office of the Company, or on such other date or at such other place as may be designated by a Majority in Interest of the Members.

Special Meetings. Special meetings of the Members shall be called upon delivery to the Members of notice of a special meeting of the Members given in accordance with Section 4.5(c) signed and dated by a Majority in Interest of the Members.

Notice of Meetings of the Members. The Company shall deliver or mail written notice stating the date, time, and place of any Members' meeting and, in the case of a special Members' meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each Member of record entitled to vote at the meeting, at such address as appears in the records of the Company and at least two (2), but no more than thirty (30), days before the date of the meeting.

Waiver of Notice. A Member may waive notice of any meeting, before or after the date and time of the meeting as stated in the notice, by delivering a signed waiver to the Company for inclusion in the minutes. A Member's attendance at any meeting, in person or by proxy (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of

a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Voting by Proxy. A Member may appoint a proxy to vote or otherwise act for the Member at a meeting pursuant to a written appointment form executed by the Member or the Member's duly authorized attorney-in-fact, provided that the appointment form is submitted to the Company for inclusion in the Company records. The general proxy of a fiduciary is given the same effect as the general proxy of any other Member.

Presence. Any or all Members may participate in any annual or special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present in person at the meeting.

Conduct of Meetings. At any Members' meeting, a Majority in Interest of the Members shall preside or appoint a person to preside at the meeting and shall appoint a person to act as secretary of the meeting. The secretary of the meeting shall prepare minutes of the meeting which shall be placed in the minute books of the Company.

Quorum; Approval. The presence of a Majority in Interest of the Members at an annual or special meeting is necessary for a quorum. Any action proposed to be taken by the Members shall be approved upon the affirmative vote of a Majority in Interest of the Members.

Action by Written Consent. Any action required or permitted to be taken by the Members at a meeting may be taken without a meeting if the action is committed to writing and is signed by a Majority in Interest of the Members. Notice of the written action must be promptly given to any Member whose signature does not appear on the document.

Section 3.15. Action by the Remaining Members. Whenever the Articles, this Agreement or the Act provide or require approval or other action by the remaining Members, or a Majority in Interest of the remaining Members (i.e., those Members, or a Majority in Interest of those Members, other than the Member in question), the approval or other action of the remaining Members, or a Majority in Interest of those Members, may be obtained or taken by written agreement thereof.

Section 3.16. Waiver of Partition. Each Member on behalf of such Member, its successors and its assigns, hereby waives any rights to have any Company property partitioned.

Section 3.17. Conflict of Interest.

Except as otherwise provided herein, a Member may be entitled to enter into transactions that may be considered competitive with the business of the Company after consultation with the Company and the consent of Members holding a Majority in Interest of the outstanding Units of the Company, which consent shall not be unreasonably withheld. Neither the Company nor any Member shall have any right by virtue of this Agreement to share or participate in such other transactions.

No transaction with the Company shall be void or voidable solely because a Member has a direct or indirect interest in the transaction if the disinterested Members, holding in the aggregate

IN WITNESS WHEREOF, the Members have executed this Agreement on the date set forth opposite his signature, to be effective on the Effective Date.

Date: 01-08-2016 _____

_____
Kenneth Beache

RESOLUTIONS OF CORPORATE BOARD – R20-1

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of Modjeski and Masters, Inc. and the keeper of the records and Corporate seal of said Corporation; that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof held in accordance with its by-laws at its offices at 100 Sterling Parkway, Suite 302, Mechanicsburg, Pennsylvania 17050 on the 27th day of December, 2019, and that the same shall be in full force effective January 1, 2020 through December 31, 2020.

RESOLVED, that any one (1) of the following named Officers:

Zolan Prucz, Senior Vice-President
Michael F. Britt, President and CEO
Todd B. McMeans, Senior Vice-President and Secretary
David W. Petermeier, Senior Vice-President
Thomas P. Murphy, Vice-President
Ralph J. Eppehimer, Vice-President
Quentin P. Johnson, Vice-President
Yu Ouyang, Vice-President

of this Corporation is authorized to negotiate, procure and sign Agreements with clients for projects on behalf, and in the name of this Corporation.

IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of said Corporation to be affixed hereto this 27th day of December, 2019.

Todd B McMeans

Seal

TODD B. MCMEANS, Secretary

Copies of Organizational Documents

VOLUME **1**

kokosing
CONSTRUCTION COMPANY, INC.

State of Ohio
Department of State

Anthony J. Celebrezze, Jr.
Secretary of State

Date 1/20/81 Number 567691 Receipt No. 89098

E856-0835 367

E856-0835

Received of or filed by CALHOUN & BENZIN

The sum of $ 425.00 for filing ARF of

KOKOSING CONSTRUCTION COMPANY, INC.

ARF $ 425.00

Returned to:

CALHOUN & BENZIN
ATT:A.M.PENNY
13 PARK AVE.WEST
MANSFIELD, OH 44902

89098

RECEIPT

Name:
KOKOSING CONSTRUCTION COMPANY, INC.

Total Fee: $ 425.00

Department of State

The State of Ohio

Anthony J. Celebrezze, Jr.
Secretary of State

567691

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARF

of:

KOKOSING CONSTRUCTION COMPANY, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll E856 at Frame 0837 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 16TH **day of** JAN, **A.D. 19**81.

Anthony J. Celebrezze, Jr.
Secretary of State

APPROVED
By
Date 1-16-81
Amount 425.00

ARTICLES OF INCORPORATION
OF
KOKOSING CONSTRUCTION COMPANY, INC.

THE UNDERSIGNED, a citizen of the United States, desiring to form a corporation for profit under the General Corporation Act of Ohio, does hereby certify:

FIRST: The name of said corporation shall be Kokosing Construction Company, Inc.

SECOND: The place in Ohio where its principal office is to be located is the City of Fredericktown, County of Knox.

THIRD: The purposes for which the corporation is formed are to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Ohio Revised Code.

FOURTH: The maximum number of shares of all classes which the corporation is authorized to have outstanding is seven thousand five hundred (7,500), consisting of twenty-five hundred (2,500) Class A common shares without par value, twenty-five hundred (2,500) Class B common shares without par value, and twenty-five hundred (2,500) preferred shares with a par value of One Hundred Dollars ($100.00) each. The express terms and provisions of the shares of each class are as follows:

(a) The relative rights, privileges and limitations of the Class A Common Shares and the Class B Common Shares shall be in all respects identical, share for share, except that the voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of the Class A Common Shares and, except as otherwise required by law, the holders of the Class B Common Shares shall not have any voting power or be entitled to receive any notice of meetings of shareholders.

Distributions of either Class A Common Shares or Class B Common Shares may, in the discretion of the board of directors, be made to the holders of either or both classes of shares.

(b) The holders of the preferred shares shall be entitled to receive, when and as declared by the board of directors of the corporation, cumulative dividends at the rate of Thirteen Dollars ($13.00) per share per annum, and no more, payable semi-annually, on the first days of January and July in each year. Such dividends shall cumulate on all such payment dates on which the particular share shall be issued and outstanding and shall be cumulative to the full extent of the semi-annual payment notwithstanding that such share may have been issued less than six (6) months prior to such payment date. No dividends shall be paid to or set apart for payment to common shareholders unless all past accumulated dividends on the prefered shares shall have first been paid, or declared and set apart for payment.

(c) Upon any dissolution, liquidation or winding up of the corporation, the holders of preferred shares shall be entitled to receive, before any payment shall be made to the holders of commmon shares, the sum of One Hundred Dollars ($100.00) per share, plus, in case such dissolution, liquidation, or winding up be voluntary, a premium equal to Ten Dollars ($10.00) per share, together with, in all cases, all past accumulated and unpaid dividends. The consolidation or merger of the corporation at any time, or from time to time, with any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be construed as a dissolution, liquidation or winding up of the corporation within the meaning hereof.

(d) The preferred shares at any time outstanding may be redeemed by the corporation, in whole or in part, at any time or from time to time, at the option of the board of directors upon not less than ten (10) days' prior written notice to the holders of record of the preferred shares to be redeemed, at One Hundred Fifteen Dollars ($115.00) per share, plus an amount equal to the past accumulated and unpaid dividends as of the redemption date. If such notice is given by mail, it shall be deemed received by the shareholder from whom redemption is to be made when deposited by the corporation in the mail, registered, postage prepaid, addressed to the last known address of such shareholder. If all of the outstanding preferred shares are to be redeemed, the redemption may be made either by lot or prorata or by such other method as the board of

6-

directors, in its discretion, may determine, including, without limitation of the foregoing, the right to designate which shareholder shall be required to surrender any part or all of the preferred shares owned by him. If such notice of redemption shall have been duly given and if, on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been set aside so as to be available therefor, then nothwithstanding that any certificate for preferred shares so called for redemption shall not have been surrendered for cancellation, all dividends on such preferred shares shall cease to accrue, and all rights with respect to such preferred shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable upon redemption thereof, but without interest.

(d) Except as herein otherwise expressly provided, or as otherwise provided by the laws of the State of Ohio, the holders of Class A common shares shall exclusively possess all of the voting power of the corporation for the election of directors and for all other purposes, and the holders of Class B common shares and the preferred shares shall have no voting power and no holder thereof shall be entitled to receive notice of any meetings of shareholders. In case the corporation shall default in the payment of dividends on said preferred shares, and said default shall continue so that semi-annual dividends (whether or not consecutive) shall be in default, then during the continuance of any default in payment of such dividends (irrespective of the number of such payments in default), but no longer, the holders of preferred shares shall be entitled to notice of all shareholders' meetings and shall have the sole and exclusive right to vote thereat, and the holders of Class A or Class B common shares shall have no voting rights or powers whatsoever. During such time, such meetings of the shareholders may be called upon written request of the holders of fifty-one percent (51%) of the outstanding preferred shares. If and when all dividends in default on the preferred shares shall thereafter be paid, the preferred shares shall forthwith be divested of such voting power, and at such time as it shall revest in the common shares as before."

FIFTH: The amount of capital with which the corporation will begin business will be not less than Five Hundred Dollars ($500.00).

SIXTH: No holder of any shares of the corporation shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of the corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

SEVENTH: A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the corporation shall be void or voidable or in any way affected or invalidated by reason of the fact that any director or officer is a member of any firm of which any director or officer is a member or any corporation of which any director or officer is a trustee, or any trust of which any director or officer of the corporation is a trustee or beneficiary, is in any way interested in such transaction or contract or act of the corporation or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or trustee, or any trust of which he is a trustee or beneficiary, is interested in such transaction or contract or act; provided the fact that such director or officer of such firm or such corporation or such trust is so interested shall have been disclosed or shall have been known to the board of directors or such members thereof as shall be present at any meeting of the board of directors at which action upon such contract or transaction or act shall have been taken. Any director may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the corporation may take any action within the scope of

his authority, respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary, were not interested in such transaction or contract or act. Without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause or proceeding, the question of whether a director or officer of the corporation has acted in good faith is material, then notwithstanding any staute or rule of law or of equity to the contrary (if there be any), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

EIGHTH: The board of directors is hereby authorized to fix and determine and to vary the amount of working capital of the corporation, to determine whether any, and, if any, what part of its surplus, however created or arising, shall be used or disposed of or declared in dividends or paid to shareholders, and, without action by the shareholders, to use and apply such surplus, or any part thereof, at any time or from time to time in the purchase or acquisition of shares of any class, voting trust certificates for shares, bonds, debentures, notes, scrip, warrants, obligations, evidences of indebtedness of the corporation or other securities of the corporation, to such extent or amount and in such manner and upon such terms as the board of directors shall deem expedient.

NINTH: Any amendments to the Articles of Incorporation may be made from time to time, and any proposal of propositions requiring the action of the shareholders may be authorized from time to time by the affirmative vote of 2/3 of the holders of shares entitled to exercise the voting power of the corporation.

Every statute of the State of Ohio hereafter enacted, whereby the rights or privileges of shareholders of a corporation organized under the General Corporation Act of said State are increased, diminished or in any way affected, or whereby effect is given to any action authorized, ratified or approved by less than all

the shareholders of any such corporation, shall apply to this corporation and shall be binding upon every shareholder thereof to the same extent as if such statute had been in force at the date of the filing of these Articles of Incorporation.

TENTH: (a) The corporation shall have power to indemnify any person who was or is a part or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than by action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, partnership, joint venturer, trust or other enterprise, against expenses (including attorneys' fees), judgments, by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) The corporation shall have power to indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless and only to the extent that the Court of Common Pleas or the court in

which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the Court of Common Pleas or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the coporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made: (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable; or, even if obtainable, a quorum of disinterested directors so directs, by indepedent legal counsel in written opinion; or (3) by the stockholders.

(e) Expenses incurred in defending a civil or cirminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

(f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnifi-

cation may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any disability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

ELEVENTH: The corporation may in its regulations confer powers upon its board of directors in addition to the powers and authorities conferred upon it expressly by Section 1701.01, et seq., of the Ohio Revised Code.

TWELFTH: Any meeting of the shareholders or the board of directors may be held at any place within or without the State of Ohio in the manner provided for in the regulations of the corporation.

THIRTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contains in its Articles of Incorporation, in the manner now or hereafter prescribed by Sections 1701.01, et seq., of the Ohio Revised Code, and all rights conferred upon shareholders herein are granted subject to this reservation.

FOURTEENTH: The period of existence of the corporation shall be perpetual, after which time the president or vice president of the corporation shall file with the office of the Secretary of State of Ohio a certificate of dissolution of the corporation, signed by the president or

vice president and the secretary of the corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 15th day of January, 1981.

INCORPORATORS:

James A. Calhoun

Andrea M. Penny

Julie M. Metzger

ORIGINAL APPOINTMENT OF AGENT

THE UNDERSIGNED, being at least a majority of the incorporators of Kokosing Construction Company, Inc., hereby appoint William D. Heichel, 13 Park Avenue West, Mansfield, Richland County, Ohio 44902, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The corporation's complete address is: P. O. Box 226, Waterford Road, Fredericktown, Knox County, Ohio 43019.

INCORPORATORS:

James Gallion

Andrea M. Penny

Julie M. Metzger

Mansfield, Ohio

Gentlemen:

I hereby accept the appointment as the representative of your corporation, upon whom process, tax notices or demands may be served.

William D. Heichel

William D. Heichel

STATE OF OHIO, COUNTY OF RICHLAND, SS:

Before me, a Notary Public in and for said county and state, personally appeared, this 15th day of January, 1981, the above-named William D., who acknowledged the signing of the foregoing to be his free act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 15th day of January, 1981.

Andrea M. Penny

Notary Public

ANDREA M. PENNY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Aug. 31, 1982

January 15, 1981

Secretary of State
30 East Broad Street
Columbus, OH 43215

Re: Kokosing Construction Company, Inc.

Gentlemen:

I wish to advise that I am Vice President of Kokosing Construction Co., and the Articles of Incorporation which are attached hereto are for the formation of a corporation. For that reason, I wish to allow the use and hereby consent to the use of the name Kokosing Construction Company, Inc. in that corporation.

If you have any questions regarding this matter, please do not hesitate to advise.

Very truly yours,

KOKOSING CONSTRUCTION CO.

William Brian Burgett

William Brian Burgett
Vice President

WBB:amp
Enclosures

CONSENT

LAW OFFICES
CALHOUN & BENZIN
200 STEWART TOWERS, 13 PARK AVENUE WEST
MANSFIELD, OHIO 44902

WILLIAM A. CALHOUN
ROBERT K. BENZIN
JAMES A. CALHOUN
VICTOR P. KADEMENOS
WILLIAM D. HEICHEL

TELEPHONE 524-6011
AREA CODE 419

January 15, 1981

Secretary of State
30 East Broad Street
Columbus, OH 43215

Attention: Corporation Department

Re: Kokosing Construction Company, Inc.

Gentlemen:

Enclosed for filing are the articles of incorporation of the above-captioned corporation, appointment of statutory agent, and consent to use the name Kokosing Construction Company, Inc. from Kokosing Construction Co. Also enclosed is a check in the amount of $425.00 to cover cost of the filing fee.

Your assistance in this matter is greatly appreciated.

Very truly yours,

Andrea M. Penny

Enclosures

CORRESPONDENCE

RECEIVED
JAN 16 1981
ANTHONY J. CELEBREZZE, JR.
SECRETARY OF STATE

State of Ohio
Department of State

E912-1564

Anthony J. Celebrezze, Jr.
Secretary of State

Date 6/03/81 Number 567691 Receipt No. 109425

E912-1564 097

Received of CALHOUN & BENZIN
or filed by

The sum of $ 35.00 for filing AMA CHV of
KOKOSING CONSTRUCTION COMPANY, INC.

AMA $ 35.00

Returned to: 109425
CALHOUN & BENZIN
ATT:K.E.RENKAR
13 PARK AVE.,W
MANSFIELD, OH 44902

Name:
KOKOSING CONSTRUCTION COMPANY, INC.

Total Fee: $ 35.00

E912-1565

Department of State

The State of Ohio

Anthony J. Celebrezze, Jr.
Secretary of State

567691

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMA CHV

of:

KOKOSING CONSTRUCTION COMPANY, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll E912 at Frame 1566 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 1ST day of JUNE, A.D. 19 81.

Anthony J. Celebrezze, Jr.
Secretary of State

E912-1566

567691
APPROVED
By SP
Date 6/1/81
Fee 35.00

CERTIFICATE
OF
AMENDED ARTICLES OF INCORPORATION
OF
KOKOSING CONSTRUCTION COMPANY, INC.

William Brian Burgett, President and William Barth Burgett, Secretary of Kokosing Construction Company, Inc., with its principal office located at Waterford Road, Fredericktown, Ohio do hereby certify that in a writing dated May 22, 1981, signed under the provisions of §1701.54 of Ohio Revised Code by all of the Shareholders who would be entitled to a notice of a meeting held for such purpose, the following resolution was adopted:

RESOLVED: That the following Amended Articles of Incorporation be and the same are hereby adopted to supersede and take the place of the existing Articles of Incorporation and all amendments thereto:

AMENDED ARTICLES OF INCORPORATION

THE UNDERSIGNED, a citizen of the United States, desiring to form a corporation for profit under the General Corporation Act of Ohio, does hereby certify:

FIRST: The name of said corporation shall be Kokosing Construction Company, Inc.

SECOND: The place in Ohio where its principal office is to be located is the City of Fredericktown, County of Knox.

THIRD: The purposes for which the corporation are formed are to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Ohio Revised Code.

FOURTH: The maximum number of shares of all classes which the corporation is authorized to have outstanding is seven thousand five hundred (7,500), consisting of twenty-five hundred (2,500) Class A common shares without par value, twenty-five hundred (2,500) Class B common shares without par value, and twenty-five hundred (2,500) preferred shares with a par value of Five Hundred Dollars ($500.00) each. The express terms and provisions of the shares of each class are as follows:

E 912-1567

(a) The relative rights, privileges and limitations of the Class A Common Shares and the Class B Common Shares shall be in all respects identical share for share, except that the voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of the Class A Common Shares and, except as otherwise required by law, the holders of the Class B Common Shares shall not have any voting power or be entitled to receive any notice of meetings of shareholders.

Distributions of either Class A Common Shares or Class B Common Shares may, in the discretion of the board of directors, be made to the holders of either or both classes of shares.

(b) The holders of the preferred shares shall be entitled to receive, when and as declared by the board of directors of the corporation, cumulative dividends at the rate of Sixty-five Dollars ($65.00) per share per annum, and no more, payable semi-annually, on the first days of December and June in each year. Such dividends shall cumulate on all such payment dates on which the particular share shall be issued and outstanding and shall be cumulative to the full extent of the semi-annual payment notwithstanding that such share may have been issued less than six (6) months prior to such payment date. No dividends shall be paid to or set apart for payment to common shareholders unless all past accumulated dividends on the prefered shares shall have first been paid, or declared and set apart for payment.

(c) Upon any dissolution, liquidation or winding up of the corporation, the holders of preferred shares shall be entitled to receive, before any payment shall be made to the holders of common shares, the sum of Five Hundred Dollars ($500.00) per share, plus, in case such dissolution, liquidation, or winding up be voluntary, a premium equal to Fifty Dollars ($50.00) per share, together with, in all cases, all past accumulated and unpaid dividends. The consolidation or merger of the corporation at any time, or from time to time, with any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be construed as a dissolution, liquidation or winding up of the corporation within the meaning hereof.

E 912-1564

(d) The preferred shares at any time outstanding may be redeemed by the corporation, in whole or in part, at any time or from time to time, at the option of the board of directors upon not less than ten (10) days' prior written notice to the holders of record of the preferred shares to be redeemed, at Five Hundred Seventy-five Dollars ($575.00) per share, plus an amount equal to the past accumulated and unpaid dividends as of the redemption date. If such notice is given by mail, it shall be deemed received by the shareholders from whom redemption is to be made when deposited by the corporation in the mail, registered, postage prepaid, addressed to the last known address of such shareholder. If all of the outstanding preferred shares are to be redeemed, the redemption may be made either by lot or prorata or by such other method as the board of directors, in its discretion, may determine, including, without limitation of the foregoing, the right to designate which shareholder shall be required to surrender any part or all of the preferred shares owned by him. If such notice of redemption shall have been duly given and if, on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been set aside so as to be available therefor, then notwithstanding that any certificate for preferred shares so called for redemption shall not have been surrendered for cancellation, all dividends on such preferred shares shall cease to accrue, and all rights with respect to such preferred shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable upon redemption thereof, but without interest.

(d) Except as herein otherwise expressly provided, or as otherwise provided by the laws of the State of Ohio, the holders of Class A common shares shall exclusively possess all of the voting power of the corporation for the election of directors and for all other purposes, and the holders of Class B common shares and the preferred shares shall have no voting power and no holder thereof shall be entitled to receive notice of any meetings of shareholders. In case the corporation shall default in the payment of dividends on said preferred shares, and said default shall continue so that semi-annual dividends (whether or not consecutive) shall be in default, then during the continuance of any default in payment of such dividends (irrespective of the number of such payments in default), but no longer, the holders of

preferred shares shall be entitled to notice of all shareholders' meetings and shall have the sole and exclusive right to vote thereat, and the holders of Class A or Class B common shares shall have no voting rights or powers whatsoever. During such time, such meetings of the shareholders may be called upon written request of the holders of fifty-one percent (51%) of the outstanding preferred shares. If and when all dividends in default on the preferred shares shall thereafter be paid, the preferred shares shall forthwith be divested of such voting power, and at such time as it shall revest in the common shares as before.

FIFTH: The amount of capital with which the corporation will begin business will be not less than Five Hundred Dollars ($500.00).

SIXTH: No holder of any shares of the corporation shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of the corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

SEVENTH: A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent, or otherwise. No transaction or contract or act of the corporation shall be void or voidable or in any way affected or invalidated by reason of the fact that any director or officer is a member of any firm of which any director or officer is a member or any corporation of which any director or officer is a trustee, or any trust of which any director or officer of the corporation is a trustee or beneficiary, is in any way interested in such transaction or contract or act of the corporation or for any gains or profits directly or indirectly realized by him by reason of the fact that he or any firm of which he is a member or any corporation of which he is a shareholder, director or trustee, or any trust of which he is a trustee or beneficiary, is interested in such transaction or contract or act; provided the fact that such director or officer of such firm or such corporation or such trust is so

E 912-1570

interested shall have been disclosed or shall have been known to the board of directors at which action upon such contract or transaction or act shall have been taken. Any director may be counted in determining the existence of a quorum at any meeting of the board of directors which shall authorize or take action in respect to any such contract or transaction or act, and may vote thereat to authorize, ratify, or approve any such contract or transaction or act, and any officer of the corporation may take any action within the scope of his authority, respecting such contract or transaction or act, with like force and effect as if he or any firm of which he is a member or any corporation of which he is a shareholder, director, or trustee, or any trust of which he is a trustee or beneficiary, were not interested in such transaction or contract or act. Without limiting or qualifying the foregoing, if in any judicial or other inquiry, suit, cause or proceeding, the question of whether a director or officer of the corporation has acted in good faith is material, then notwithstanding any staute or rule of law or of equity to the contrary (if there be any), his good faith shall be presumed, in the absence of proof to the contrary by clear and convincing evidence.

EIGHTH: The board of directors is hereby authorized to fix and determine and to vary the amount of working capital of the corporation, to determine whether any, and, if any, what part of its surplus, however created or arising, shall be used or disposed of or declared in dividends or paid to shareholders, and, without action by the shareholders, to use and apply such surplus, or any part thereof, at any time or from time to time in the purchase or acquisition of shares of any class, voting trust certificates for shares, bonds, debentures, notes, scrip, warrants, obligations, evidences of indebtedness of the corporation or other securities of the corporation, to such extent or amount and in such manner and upon such terms as the board of directors shall deem expedient.

NINTH: Any amendments to the Articles of Incorporation may be made from time to time, and any proposal of propositions requiring the action of the shareholders may be authorized from time to time by the affirmative vote of 2/3

of the holders of shares entitled to exercise the voting power of the corporation.

Every statute of the State of Ohio hereafter enacted, whereby the rights or privileges of shareholders of a corporation organized under the General Corporation Act of said State are increased, diminished or in any way affected, or whereby effect is given to any action authorized, ratified or approved by less than all the shareholders of any such corporation, shall apply to this corporation and shall be binding upon every shareholder thereof to the same extent as if such statute had been in force at the date of the filing of these Articles of Incorporation.

TENTH: (a) The corporation shall have power to indemnify any person who was or is a part or is threatened to be made a part to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than by action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, partnership, joint venturer, trust or other enterprise, against expenses (including attorneys' fees), judgments, by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) The corporation shall have power to indemnify any person who was or is a part or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a

manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, unless and only to the extent that the Court of Common Pleas or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the Court of Common Pleas or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the coporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made: (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable; or, even if obtainable, a quorum of disinterested directors so directs, by indepedent legal counsel in written opinion; or (3) by the stockholders.

(e) Expenses incurred in defending a civil or cirminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in specific case upon receipt of an undertaking by or on behalf of the director,

E912-1573

officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

(f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any disability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

ELEVENTH: The corporation may in its regulations confer powers upon its board of directors in addition to the powers and authorities conferred upon it expressly by Section 1701.01, et seq., of the Ohio Revised Code.

TWELFTH: Any meeting of the shareholders or the board of directors may be held at any place within or without the State of Ohio in the manner provided for in the regulations of the corporation.

THIRTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contains in its Articles of Incorporation, in the manner now or hereafter prescribed by Sections 1701.01, et seq., of the Ohio Revised Code, and all rights conferred upon shareholders herein are granted subject to this reservation.

E912-1574

FOURTEENTH: The period of existence of the corporation shall be perpetual, after which time the president or vice president of the corporation shall file with the office of the Secretary of State of Ohio a certificate of dissolution of the corporation, signed by the president or vice president and the secretary of the corporation.

IN WITNESS WHEREOF, said William Brian Burgett, President, and William Barth Burgett, Secretary of Kokosing Construction Company, Inc., acting for and on behalf of said Corporation, have hereunto subscribed their names this 22nd day of May, 1981.

By Wm Brian Burgett
William Brian Burgett
President

By Wm Barth Burgett
William Barth Burgett
Secretary

9

E912-1575

LAW OFFICES
CALHOUN & BENZIN
200 STEWART TOWERS, 13 PARK AVENUE WEST
MANSFIELD, OHIO 44902

WILLIAM A. CALHOUN
ROBERT H. BENZIN
JAMES A. CALHOUN
VICTOR P. KADEMENOS
WILLIAM D. HEICHEL

TELEPHONE 524-4011
AREA CODE 419

CORRESPONDENCE

May 28, 1981

Secretary of State
Corporate Division
30 East Broad Street
Columbus, OH 43216

Re: Kokosing Construction Company, Inc.
Amended Articles of Incorporation

Gentlemen:

Enclosed please find Amended Articles of Incorporation and our firm check in the amount of $35.00 to cover the filing fee, all in connection with the above matter.

If you have any questions with regard to this matter, please do not hesitate to contact me.

Very truly yours,

CALHOUN & BENZIN

Kathleen E. Renkar

Kathleen E. Renkar
Assistant to William D. Heichel

ker
Enclosures

RECEIVED
JUN 1 1981

State of Ohio
Department of State

Anthony J. Celebrezze, Jr.
Secretary of State

Date 1/08/82 **Number** 567691 **Receipt No.** 146993

F016-1189 099

Received of or filed by CALHOUN,BENZIN,KADEMENOS & HEICHEL F0016-1189

The sum of $ 560.00 **for filing** AMD INC **of**

KOKOSING CONSTRUCTION COMPANY, INC.

AMD $ 560.00

Returned to: 146993
CALHOUN,BENZIN,KADEMENOS & HEICHEL
ATT:W.D.HEICHEL
SIX W. THIRD ST.,#200
MANSFIELD, OH 44902

Name:
KOKOSING CONSTRUCTION COMPANY, INC.

Total Fee: $ 560.00

Department of State

The State of Ohio

Anthony J. Celebrezze, Jr.
Secretary of State

567691

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD INC

of:

KOKOSING CONSTRUCTION COMPANY, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll F016 at Frame 1191 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 30TH **day of** DEC, **A.D. 19**81.

Anthony J. Celebrezze, Jr.
Secretary of State

F0016-1189

567691

APPROVED
By
Date 12-30-81
Amount 560.00

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
KOKOSING CONSTRUCTION COMPANY, INC.

William Brian Burgett, President and Dennis W. Tuttle, Secretary, of Kokosing Construction Company, Inc., with its principal office located at Waterford Road, Fredericktown, Ohio do hereby certify that in a writing dated December 23, 1981, signed under the provisions of §1701.54 of Ohio Revised Code by all of the Shareholders who would be entitled to a notice of a meeting held for such purpose, the following resolution was adopted:

RESOLVED: That the Fourth Article of Incorporation of Kokosing Construction Company, Inc. be amended to read as follows:

"FOURTH: The maximum number of shares of all classes which the corporation is authorized to have outstanding is thirty thousand (30,000), consisting of twenty-five hundred (2,500) Class A common shares without par value, twenty-five thousand (25,000) Class B common shares without par value, and twenty-five hundred (2,500) preferred shares with a par value of Five Hundred Dollars ($500.00) each. The express terms and provisions of the shares of each class are as follows:

(a) The relative rights, privileges and limitations of the Class A Common Shares and the Class B Common Shares shall be in all respects identical share for share, except that the voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of the Class A Common Shares and the preferred shares and, except as otherwise required by law, the holders of the Class B Common Shares shall not have any voting power or be entitled to receive any notice of meetings of shareholders.

Distributions of either Class A Common Shares or Class B Common Shares may, in the discretion of the board of directors, be made to the holders of either or both classes of shares.

(b) The holders of the preferred shares shall be entitled to vote and to receive, when and as declared by the board of directors of the corporation

F0016-1192

cumulative dividends at the rate of Sixty-five Dollars ($65.00) per share per annum, and no more, payable semi-annually, on the first days of December and June in each year. Such dividends shall cumulate on all such payment dates on which the particular share shall be issued and outstanding and shall be cumulative to the full extent of the semi-annual payment notwithstanding that such share may have been issued less than six (6) months prior to such payment date. No dividends shall be paid to or set apart for payment to common shareholders unless all past accumulated dividends on the prefered shares shall have first been paid, or declared and set apart for payment.

(c) Upon any dissolution, liquidation or winding up of the corporation, the holders of preferred shares shall be entitled to receive, before any payment shall be made to the holders of commmon shares, the sum of Five Hundred Dollars ($500.00) per share, plus, in case such dissolution, liquidation, or winding up be voluntary, a premium equal to Fifty Dollars ($50.00) per share, together with, in all cases, all past accumulated and unpaid dividends. The consolidation or merger of the corporation at any time, or from time to time, with any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be construed as a dissolution, liquidation or winding up of the corporation within the meaning hereof.

(d) The preferred shares at any time outstanding may be redeemed by the corporation, in whole or in part, at any time or from time to time, at the option of the board of directors upon not less than ten (10) days' prior written notice to the holders of record of the preferred shares to be redeemed, at Five Hundred Seventy-five Dollars ($575.00) per share, plus an amount equal to the past accumulated and unpaid dividends as of the redemption date. If such notice is given by mail, it shall be deemed received by the shareholders from whom redemption is to be made when deposited by the corporation in the mail, registered, postage prepaid, addressed to the last known address of such shareholder. If part of the outstanding preferred shares are to be redeemed, the redemption may be made either by lot or prorata or by such other method as the board of directors, in its discretion, may determine, including, without limitation of the foregoing, the right to designate which shareholder shall be

F0016-1138

required to surrender any part or all of the preferred shares owned by him. If such notice of redemption shall have been duly given and if, on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been set aside so as to be available therefor, then notwithstanding that any certificate for preferred shares so called for redemption shall not have been surrendered for cancellation, all dividends on such preferred shares shall cease to accrue, and all rights with respect to such preferred shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable upon redemption thereof, but without interest.

(e) Except as herein otherwise expressly provided, or as otherwise provided by the laws of the State of Ohio, the holders of Class A common shares and preferred shares shall exclusively possess all of the voting power of the corporation for the election of directors and for all other purposes, and the holders of Class B common shares shall have no voting power and no holder thereof shall be entitled to receive notice of any meetings of shareholders. In case the corporation shall default in the payment of dividends on said preferred shares, and said default shall continue so that semi-annual dividends (whether or not consecutive) shall be in default, then during the continuance of any default in payment of such dividends (irrespective of the number of such payments in default), but no longer, the holders of preferred shares shall be entitled to notice of all shareholders' meetings and shall have the sole and exclusive right to vote thereat, and the holders of Class A or Class B common shares shall have no voting rights or powers whatsoever. During such time, such meetings of the shareholders may be called upon written request of the holders of fifty-one percent (51%) of the outstanding preferred shares. If and when all dividends in default on the preferred shares shall thereafter be paid, the voting power shall be revested in the common s-shares and the preferred shares as before."

IN WITNESS WHEREOF, said William Brian Burgett, President, and Dennis W. Tuttle, Secretary of Kokosing

F0016-1134

Construction Company, Inc., acting for and on behalf of said Corporation, have hereunto subscribed their names this 23rd day of December, 1981.

By _____
William Brian Burgett
President

By _____
Dennis W. Tuttle
Secretary

F0016-1135

CALHOUN, BENZIN, KADEMENOS & HEICHEL
ATTORNEYS AT LAW
SUITE 200
SIX WEST THIRD STREET
MANSFIELD, OHIO 44902

WILLIAM A. CALHOUN
JAMES A. CALHOUN
ROBERT H. BENZIN
VICTOR P. KADEMENOS
WILLIAM D. HEICHEL

TELEPHONE
(419) 524-6011

December 30, 1981

Secretary of State
Corporate Division
30 East Broad Street
Columbus, OH 43216

CHANGE 560.00

Re: Kokosing Construction Company, Inc.

Gentlemen:

Enclosed is a Certificate of Amendment of Articles of Incorporation of Kokosing Construction Company, Inc.

Please record the same and return to the undersigned. Thank you for your cooperation in this matter.

Very truly yours,

William D. Heichel

ker
Enclosure

State of Ohio
Department of State

Anthony J. Celebrezze, Jr.
Secretary of State

Date 6/01/82 **Number** 567691 **Receipt No.** 168578

F079-1398 264

Received of or filed by CALHOUN,BENZIN,KADEMENOS & HEICHEL F0079-1398

The sum of $ 35.00 **for filing** AMD **of**

KOKOSING CONSTRUCTION COMPANY, INC.

AMD $ 35.00

Returned to: 168578
CALHOUN,BENZIN,KADEMENOS & HEICHEL
ATT:W.D.HEICHEL
SIX W. THIRD ST.,#200
MANSFIELD, OH 44902

Name:
KOKOSING CONSTRUCTION COMPANY, INC.

Total Fee: $ 35.00

Department of State

The State of Ohio

F0[illegible] 1399

Anthony J. Celebrezze, Jr.
Secretary of State

567691

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD

of:

KOKOSING CONSTRUCTION COMPANY, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll F079 at Frame 1400 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 27TH **day of** MAY, **A.D. 19**82.

Anthony J. Celebrezze, Jr.
Secretary of State

F0079-1460

567691
APPROVED
By MC
Date 5/27/82
Amount $35.00

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
KOKOSING CONSTRUCTION COMPANY, INC.

William Brian Burgett, President, and Dennis W. Tuttle, Secretary, of Kokosing Construction Company, Inc., with its principal office located at Waterford Road, Fredericktown, Ohio, do hereby certify that in a writing dated May 25, 1982, signed under the provisions of §1701.54 of Ohio Revised Code by all of the Shareholders who would be entitled to a notice of a meeting held for such purpose, the following resolution was adopted:

RESOLVED: That the Fourth Article of Incorporation of Kokosing Construction Company, Inc. be amended to read as follows:

"FOURTH : The maximum number of shares of all classes which the corporation is authorized to have outstanding is thirty thousand (30,000), consisting of twenty-five hundred (2,500) Class A common shares without par value, twenty-five thousand (25,000) Class B common shares without par value, and twenty-five hundred (2,500) preferred shares with a par value of Five Hundred Dollars ($500.00) each. The express terms and provisions of the shares of each class are as follows:

(a) The relative rights, privileges, and limitations of the Class A Common Shares and the Class B Common Shares shall be in all respects identical share for share, except that Eighteen Percent (18%) of the voting power of all classes of stock for the election of directors and for all other purposes shall be vested exclusively in the holders of the Class A Common Shares, Eighty Percent (80%) of the voting power of all classes of stock for the election of directors and for all other purposes shall be vested in the preferred shares, and Two Percent (2%) of the voting power of all classes of stock for the election of directors and for all other purposes shall be vested in the holders of the Class B common shares, except as shall otherwise be required by law with respect to any class of shares.

Distributions of either Class A Common shares or Class B Common shares may, in the discretion of the Board of Directors, be made to the holders of either or both classes of shares.

(b) The holders of the preferred shares shall be entitled to vote and to receive, when and as declared by the Board of Directors of the corporation cumulative dividends at the rate of Sixty-Five Dollars ($65.00) per share per annum, and no more, payable semi-annually, on the first days of December and June in each year. Such dividends shall cumulate on all such payment dates on which the particular share shall be issued and outstanding and shall be cumulative to the full extent

of the semi-annual payment notwithstanding that such share may have been issued less than six (6) months prior to such payment date. No dividends shall be paid to or set apart for payment to common shareholders unless all past accumulated dividends on the preferred shares shall have first been paid, or declared and set apart for payment.

(c) Upon any dissolution, liquidation or winding up of the corporation, the holders of preferred shares shall be entitled to receive, before any payment shall be made to the holders of common shares, the sum of Five Hundred Dollars ($500.00) per share, plus, in case such dissolution, liquidation or winding up be voluntary, a premium equal to Fifty Dollars ($50.00) per share, together with, in all cases, all past accumulated and unpaid dividends. The consolidation or merger of the corporation at any time, or from time to time, with any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be construed as a dissolution, liquidation or winding up of the corporation within the meaning hereof.

(d) The preferred shares at any time outstanding may be redeemed by the corporation, in whole or in part, at any time or from time to time, at the option of the board of directors upon not less than ten (10) days' prior written notice to the holders of record of the preferred shares to be redeemed, at Five Hundred Fifty Dollars ($550.00) per share, plus an amount equal to the past accumulated and unpaid dividends as of the redemption date. If such notice is given by mail, it shall be deemed received by the shareholders from whom redemption is to be made when deposited by the corporation in the mail, registered, postage prepaid, addressed to the last known address of such shareholder. If part of the outstanding preferred shares are to be redeemed, the redemption may be made either by lot or prorata or by such other method as the board of directors, in its discretion, may determine, including, without limitation of the foregoing, the right to designate which shareholder shall be required to surrender any part or all of the preferred shares owned by him. If such notice of redemption shall have been duly given and if, on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been set aside so as to be available therefor, then notwithstanding that any certificate for preferred shares so called for redemption shall not have been surrendered for cancellation, all dividends on such preferred shares shall cease to accrue, and all rights with respect to such preferred shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable upon redemption thereof, but without interest.

F0679-1462

(e) In case the corporation shall default in the payment of dividends on preferred shares, and said default shall continue so that semi-annual dividends (whether or not consecutive) shall be in default, then during the continuance of any default in payment of such dividends (irrespective of the number of such payments in default), but no longer, the holders of preferred shares shall be entitled to notice of all shareholders' meetings and shall have the sole and exclusive right to vote thereat, and the holders of Class A and Class B common shares shall have no voting rights or powers whatsoever. During such time, such meetings of the shareholders may be called upon written request of the holders of fifty-one percent (51%) of the outstanding preferred shares. If and when all dividends in default on the preferred shares shall thereafter be paid, the voting power shall be revested in the common shares and the preferred shares as before."

RESOLVED FURTHER: That the Sixth Article of Incorporation of Kokosing Construction Company, Inc. be amended to read as follows:

"SIXTH: The holders of the shares of any class other than shares which are limited as to dividend rate and liquidation price shall, upon the offering or sale for cash of shares of the same class, have the right, during a reasonable time and on reasonable terms fixed by the directors, to purchase such shares in proportion to their respective holdings of such shares of such class and as further provided in Section 1701.15 of the Ohio Revised Code."

IN WITNESS WHEREOF, said William Brian Burgett, President, and Dennis W. Tuttle, Secretary of Kokosing Construction Company, Inc., acting for and on behalf of said Corporation, have hereunto subscribed their names this 25th day of May, 1982.

By Wm Brian Burgett
William Brian Burgett
President

By Dennis W. Tuttle
Dennis W. Tuttle
Secretary

F0079-1403

CALHOUN, BENZIN, KADEMENOS & HEICHEL
ATTORNEYS AT LAW
SUITE 200
SIX WEST THIRD STREET
MANSFIELD, OHIO 44902

WILLIAM A. CALHOUN
JAMES A. CALHOUN
ROBERT H. BENZIN
VICTOR P. KADEMENOS
WILLIAM D. HEICHEL

TELEPHONE
(419) 524-6011

May 25, 1982

CORRESPONDENCE

Secretary of State
Corporate Division
30 East Broad Street
Columbus, OH 43216

Re: Kokosing Construction Company, Inc.
Certificate of Amendment

Gentlemen:

Enclosed please find Certificate of Amendment of Articles of Incorporation of Kokosing Construction Company, Inc., together with our check for the filing fee.

It would be appreciated if you would kindly file the same and return to the attention of the undersigned.

Very truly yours,

William D. Heichel

William D. Heichel

ker
Enclosure

State of Ohio
Department of State

Anthony J. Celebrezze, Jr.
Secretary of State

Date 9/02/82 Number 567691 Receipt No. 16159

F132-1584 014

Received of or filed by CALHOUN,BENZIN,KADEMENOS & HEICHEL F132-1584

The sum of $ 985.00 for filing AMD INC of

KOKOSING CONSTRUCTION COMPANY, INC.

AMD $ 985.00

Returned to: 16159

CALHOUN,BENZIN,KADEMENOS & HEICHEL
ATT:W.D.HEICHEL
SIX W. THIRD ST.,#200
MANSFIELD, OH 44902

Name:
KOKOSING CONSTRUCTION COMPANY, INC.

Total Fee: $ 985.00

Department of State

The State of Ohio

Anthony J. Celebrezze, Jr.
Secretary of State

567691

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD INC

of:

KOKOSING CONSTRUCTION COMPANY, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll F132 at Frame 1586 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State, at the City of Columbus, Ohio, this 31ST **day of** AUG, **A.D. 19**82.

Anthony J. Celebrezze, Jr.
Secretary of State

456691
APPROVED
AT
8/31/82
985.00

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
KOKOSING CONSTRUCTION COMPANY, INC.

William Brian Burgett, President, and Dennis W. Tuttle, Secretary, of Kokosing Construction Company, Inc., with its principle office located at Waterford Road, Fredericktown, Ohio, do hereby certify that in a writing dated August 19, 1982, signed under the provisions of Section 1701.54 of the Ohio Revised Code by all of the Shareholders who would be entitled to a notice of a meeting held for such purpose, the following resolution was adopted:

RESOLVED: That the Fourth Article of Incorporation of Kokosing Construction Company, Inc. be amended to read as follows:

"FOURTH: The maximum number of shares of all classes which the corporation is authorized to have outstanding is one hundred ten thousand (110,000) consisting of seventy-five hundred (7,500) Class A common shares without par value, one hundred thousand (100,000) Class B common shares without par value, and twenty-five hundred (2,500) preferred shares with a par value of Five Hundred Dollars ($500.00) each. The express terms and provisions of the shares of each class are as follows:

(a) The relative rights, privileges, and limitations of the Class A common shares and the Class B common shares shall be in all respects identical share for share, except that Eighteen Percent (18%) of the voting power of all classes of stock for the election of directors and for all other purposes shall be vested exclusively in the holders of the Class A common shares, Eighty Percent (80%) of the voting power of all classes of stock for the election of directors and for all other purposes shall be vested in the preferred shares, and Two Percent (2%) of the voting power of all classes of stock for the election of directors and for all other purposes shall be vested in the holders of the Class B common shares, except as shall otherwise be required by law with respect to any class of shares.

Distributions of either Class A common shares or Class B Common shares may, in the discretion of the Board of Directors, be made to the holders of either or both classes of shares.

(b) The holders of the preferred shares shall be entitled to vote and to receive, when and as declared by the Board of Directors of the corporation, cumulative dividends at the rate of Sixty-five Dollars ($65.00) per share per annum, and no more, payable semi-annually on the first days of December and June in each year. Such dividends shall cumulate on all such payment dates on which the particular share shall be issued and outstanding and shall be cumulative to the full extent of the semi-annual payment notwithstanding that such share may have been issued less than six (6) months prior to such payment date. No dividends shall be paid to or set apart for payment to common shareholders unless all past accumulated dividends on the preferred shares shall have first been paid, or declared and set apart for payment.

(c) Upon any dissolution, liquidation or winding up of the corporation, the holders of preferred shares shall be entitled to receive, before any payment shall be made to the holders of common shares, the sum of Five Hundred Dollars ($500.00) per share, plus, in case such dissolution, liquidation or winding up be voluntary, a premium equal to Fifty Dollars ($50.00) per share, together with, in all cases, all past accumulated and unpaid dividends. The consolidation or merger of the corporation at any time, or from time to time, with any other corporation or corporations, or a sale of all or substantially all of the assets of the corporation, shall not be construed as a dissolution, liquidation or winding up of the corporation within the meaning hereof.

(d) The preferred shares at any time outstanding may be redeemed by the corporation, in whole or in part, at any time or from time to time, at the option of the Board of Directors, upon not less than ten (10) days' prior written notice to the holders of record of the preferred shares to be redeemed, at Five Hundred Fifty Dollars ($550.00) per share, plus an amount equal to the past accumulated and unpaid dividends as of the redemption date. If such notice is given by mail, it shall be deemed received by the shareholders from whom redemption is to be made when deposited by the corporation in the mail, registered, postage prepaid, addressed to the last known address of such shareholder. If part of the outstanding preferred shares are to be redeemed, the redemption may be made either by lot or prorata or by such other method as the Board of Directors in its discretion may determine, including, without limitation of the foregoing, the right to designate which shareholder shall be required to surrender any part or all of the preferred shares owned by him. If such notice of redemption shall have been duly given and if, on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been set aside so as to be available therefor, then notwithstanding that any certificate for preferred shares so called for redemption shall not have been surrendered for cancellation, all

dividends on such preferred shares shall cease to accrue, and all rights with respect to such preferred shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable upon redemption thereof, but without interest.

(e) In case the corporation shall default in the payment of dividends on preferred shares, and said default shall continue so that semi-annual dividends (whether or not consecutive) shall be in default, then during the continuance of any default in payment of such dividends (irrespective of the number of such payments in default), but no longer, the holders of preferred shares shall be entitled to notice of all shareholders' meetings and shall have the sole and exclusive right to vote thereat, and the holders of Class A and Class B common shares shall have no voting rights or powers whatsoever. During such time, such meetings of the shareholders may be called upon written request of the holders of Fifty-One Percent (51%) of the outstanding preferred shares. If and when all dividends in default on the preferred shares shall thereafter be paid, the voting power shall be revested in the common shares and the preferred shares as before."

RESOLVED FURTHER: That the Sixth Article of Incorporation of Kokosing Construction Company, Inc. be amended to read as follows:

"SIXTH: The holders of Class A shares shall, upon the offering or sale for cash of shares of the same class, have the right, during a reasonable time and on reasonable terms fixed by the Directors, to purchase such shares in proportion to their respective holdings of such shares of such class and as further provided in Section 1701.15 of the Ohio Revised Code. The holders of Class B shares and preferred shares shall not have the preemptive specified above for Class A shareholders."

IN WITNESS WHEREOF, said William Brian Burgett, President, and Dennis W. Tuttle, Secretary, of Kokosing Construction Company, Inc., acting for and on behalf of said Corporation, have hereunto subscribed their names this 20th day of August, 1982.

By Wm Brian Burgett
William Brian Burgett
President

By Dennis W. Tuttle
Dennis W. Tuttle
Secretary

CALHOUN, BENZIN, KADEMENOS & HEICHEL
ATTORNEYS AT LAW
SUITE 200
SIX WEST THIRD STREET
MANSFIELD, OHIO 44902

WILLIAM A. CALHOUN
JAMES A. CALHOUN
ROBERT H. BENZIN
VICTOR P. KADEMENOS
WILLIAM D. HEICHEL

TELEPHONE
[illegible]

CORPORATE CHANGE

August 31, 1982

Anthony J. Celebreeze, Jr.
Secretary of State
State of Ohio
30 East Broad Street
Columbus, Ohio 43216

Re: Kokosing Construction Company, Inc.

Gentlemen:

Please find enclosed for filing Certificate of Amendment to the Articles of Incorporation of the above corporation. I am enclosing our check covering the filing fee for same.

As always, your cooperation in this matter is greatly appreciated.

Very truly yours,

William D. Heichel

WDH/csj
Enclosures

985.00

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
04/27/95

05122-0520

CHARTER NUMBER: 567691
ROLL AND FRAME: 5122-0520

CORPORATION:	DOCUMENT NUMBER	CODE	FEE
KOKOSING CONSTRUCTION COMPANY, INC.	95032760701	AMD	35.00
		CHL	NO FEE

103357

RETURN TO: CALHOUN,BENZIN,KADEMENOS & HEICHEL
6 W THIRD ST STE 200
P O BOX 268
MANSFIELD OH 44901-0268

TOTAL : 35.00

0047

05122-0521

The State of Ohio

Bob Taft

Secretary of State

567691

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: AMD CHL

of:

KOKOSING CONSTRUCTION COMPANY, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 5122 at Frame 0522 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 7TH **day of** APRIL ,

A.D. 19 95 .

Bob Taft

Bob Taft
Secretary of State

05122-0522

567691

APPROVED
By RB
Date 4/7/95
Amount 35.00
9503276070 1

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION OF KOKOSING CONSTRUCTION COMPANY, INC.

Wm. Brian Burgett, President, and Valerie B. Matusik, Secretary, of **Kokosing Construction Company, Inc.**, with its principal office located at 886 McKinley Avenue, Columbus, Franklin County, Ohio, do hereby certify that in a writing dated February 20, 1995, signed under the provisions of §1701.54 of the Ohio Revised Code by all of the Shareholders who would be entitled to notice of a meeting held for such purpose, the following resolution was adopted to amend the Articles of Incorporation:

> **RESOLVED:** That the "SECOND" paragraph of the Articles of Incorporation of Kokosing Construction Company, Inc. be amended to read as follows:
>
> > **SECOND:** The place in Ohio where its principal office is located is 886 McKinley Avenue, Columbus, Ohio, 43222. FRANKLIN

RECEIVED
APR 07 1995
BOB TAFT
SECRETARY OF STATE

05122-0523

IN WITNESS WHEREOF, the above-named officers, acting for and on behalf of the corporation, have subscribed their names this 20th day of February, 1995.

Wm. Brian Burgett, President

Valerie B. Matusik, Secretary

/usr/corporate/kokosing/art.amend.cert/pgl/d1. AA0002.011

April 3, 1995

05122-0524

William B. Heichel
Calhoun Benzin Kademenos & Heichel
6 West Third St, Suite 200
P. O. Box 268
Mansfield, Ohio 44901-0268

PURGED
APR 07 1995

NOTE: THIS RETURN SLIP CREDITED IN THE AMOUNT OF $35.00 MUST ACCOMPANY THE CORRECTED DOCUMENTS. COMPLETED DOCUMENTS MUST BE RETURNED WITHIN 30 DAYS OR A REFUND WILL BE ISSUED.

Re: Kokosing Construction

Document No. 95032760701 Company, Inc.

Additional Fee Required: $___

Dear Sir or Madam:

The enclosed documents are being returned unfiled for the following reason(s):

CORRESPONDENCE

_____ 1. The corporation's name must appear at the top of the certificate exactly the same as in our records. Please see correct name above.

_____ 2. The certificate must be signed by 2 officers of the corporation. One signature must be that of the chairman of the board, president or vice-president and the second signature must be that of the secretary or assistant secretary. One individual may not sign in both capacities and, if necessary, an election or appointment must be made for this purpose.
_____ If the corporation has a close corporation agreement in effect, the enclosed Close Corporation Affidavit may be completed.

_____ 3. Our records indicate that the principal office is located in _____. However, the location given on the certificate is _____. If the location has been changed (to a different city or county), then an additional resolution must be adopted, changing the principal office location. Include the appropriate county.

_____ 4. Indicate what manner of adoption was used in passing the resolution to amend the Articles of Incorporation. If a meeting was held, include the percentage of the voting power that passed the resolution. A _____ vote is required.

_____ 5. The new name you have chosen is not available without the written consent of _____. You may contact the prior registrant at _____.
If consent cannot be obtained, please contact this office before filing another name to ensure that the alternate name is available.

_____ 6. The corporation must submit its Form 7 (Annual Statement of Proportion of Capital Stock) for the year(s) _____. The Form 7 should reflect corporate activities in Ohio during the previous year. The forms are enclosed.

_____ 7. We are unable to accept photostat copies. Original documents and signatures are required.

_____ 8. When a corporation is amending its articles of incorporation in its entirety, the certificate must contain a superceding clause stating that the adopted amended articles of incorporation shall supercede the existing articles of incorporation and amendments thereto.

_____ 9. The corporation was cancelled by the Ohio Department of Taxation on _____. Before filing the amendment/amended articles, you must obtain a D-3 (Certificate of Reinstatement) from the Ohio Department of Taxation (1030 Freeway Drive North, Columbus, Ohio 43229, (614) 433-7636). The D-3 must then be filed with the Secretary of State, together with a $10.00 filing fee in addition to the amendment documents.

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_____ 10. Your non-profit corporation was cancelled on _____ for failure to file its statement of continued existence. Please fill out the enclosed Application for Reinstatement, submit a $10.00 filing fee, and return all the enclosed amendment documents.

_____ 11. The corporation's articles were cancelled on _____ for failure to file the Professional Annual Shareholders Reports. Before the filing the Amendment/Amended Articles, you must complete the enclosed Application for Reinstatement and annual reports for the year(s) _____. A filing fee of $10.00 must be submitted and returned together with your amendment/amended articles.

b(k) _____ 12. The new name of the corporation must include or end with either "Inc.," "Incorporation," "Corporation," "Corp.," "Co.," "Company."

_____ 13. Any subsequent appointment of agent must contain a signed acceptance by the appointed agent acknowledging his/her acceptance of the appointment.

_____ 14. Our office has no record of a corporation entitled _____. Please check your corporate records to correctly identify the corporation amending its articles.

_____ 15. The filing fee for the share increase is insufficient. The correct total filing fee is $_____ and is calculated as follows:

Fee for _____ shares	$	
Credit for _____ existing shares	($	
Amendment filing fee	$	
TOTAL AMOUNT DUE	$	

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APR 07 1995
DEPT. OF STATE

✓ 16. OTHER: All signatures must be original.

THIS LETTER MUST BE RETURNED WITH THE CORRECTED DOCUMENTS IN ORDER TO ENSURE PROPER CREDIT. If you have any questions regarding this matter, please call (614) 466-1396.

JON HUSTED
OHIO SECRETARY OF STATE

180 East Broad Street, Suite 103 (ground floor) • Columbus, Ohio 43215
Toll Free: (877) SOS-FILE (767-3453) Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov • busserv@OhioSecretaryofState.gov

Please return the approval certificate to:

Name: Kokosing Construction Company
(Individual or Business Name)

To the attention of: Beth Dannaher
(If necessary)

Address: 6235 Westerville Road, Suite 200

City: Westerville

State: Ohio ZIP Code: 43081-4074

Phone Number: 614-212-5618 E-mail Address: bad@kokosing.biz

☐ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.

☐ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Type of Service Being Requested: (PLEASE CHECK **ONE** BOX BELOW)

○ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.

◉ **Expedite Service 1:** By including an Expedite fee of $100.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.

○ **Expedite Service 2:** By including an Expedite fee of $200.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**

○ **Expedite Service 3:** By including an Expedite fee of $300.00, **in addition** to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**

○ **Preclearance Filing:** For the purpose of advising as to the acceptability of the proposed filing, a form that is to be submitted at a later date for processing may be submitted for examination for a fee of $50.00. The Preclearance will be complete within 1-2 business days.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "JACOBS ENGINEERING GROUP INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 2014, AT 7:43 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

2114321 8100X
SR# 20186189111

Authentication: 203253474
Date: 08-15-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:43 PM 01/27/2014
FILED 07:43 PM 01/27/2014
SRV 140098049 - 2114321 FILE

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF JACOBS ENGINEERING GROUP INC.

This is the Amended and Restated Certificate of Incorporation of JACOBS ENGINEERING GROUP INC., formerly named JEC ACQUISITION CO. The original Certificate of Incorporation was filed with the Delaware Secretary of State on January 8, 1987. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with the General Corporation Law of Delaware §§ 242 and 245.

1. The name of the Corporation is JACOBS ENGINEERING GROUP INC.

2. The name and address of the registered agent of the Corporation in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

3. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The name and mailing address of the incorporator of the Corporation is as follows:

Name	Mailing Address
Joseph J. Jacobs	251 South Lake Avenue Pasadena, CA 91101

5. (a) The Corporation is authorized to issue two classes of capital stock, designated Common Stock and Preferred Stock. The total amount of authorized capital stock of the Corporation is 241,000,000 shares, divided into 240,000,000 shares of Common Stock, par value $1.00 per share, and 1,000,000 shares of Preferred Stock, par value $1.00 per share.

   (b) The Preferred Stock may be issued in one or more series. The Board of Directors is hereby authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any series and the designation, relative powers, preferences and rights and qualifications, limitations or restriction of all shares of such series. The authority of the Board of Directors with respect to each series shall include, without limiting the generality of the foregoing, the determination of any or all of the following;

   (1) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;

   (2) the voting powers, if any, and whether such voting powers are full or limited, in any such series;

   (3) the redemption provision, if any, applicable to such series, including the redemption price or prices to be paid;

(4) whether dividends, if any, shall be cumulative or noncumulative, the dividend rate, or method of determining the dividend rate, of such series, and the dates and preferences of dividends on such series;

(5) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(6) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock, or any other security, of the Corporation or any other corporation, and the price or prices or the rates of exchange applicable thereto;

(7) the right, if any, to subscribe for or to purchase any securities of the Corporation or any other corporation;

(8) the provisions, if any, of a sinking fund applicable to such series; and

(9) any other relative, participating, optional or other special powers, preferences, rights, qualifications, limitations or restrictions thereof;

all as shall be determined from time to time by the Board of Directors and shall be stated in a resolution or resolutions providing for the issuance of such Preferred Stock (a "Preferred Stock Designation").

(c) The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of not less than 75% of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors, considered for this purpose as one class.

(d) Except as may be provided by the Board of Directors in a Preferred Stock Designation or by law,

(i) dividends may be declared and paid or set apart from payment upon the Common Stock out of any assets or funds of the Corporation legally available for the payment of dividends;

(ii) the holders of Common Stock shall have the exclusive right to vote for the election of directors and on all other matters requiring shareholder action, each share being entitled to one vote; and

(iii) upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests.

(e) The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes, and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

6. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind the Bylaws of the Corporation.

7. Bylaws shall not be made, repealed, altered, amended or rescinded by the shareholders of the Corporation except by the affirmative vote of the holders of not less than 75% of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors, considered for purposes of this Article 7 as one class.

8. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than three directors nor more than twenty-one directors, the exact number of directors to be determined from time to time by resolution adopted by affirmative vote of a majority of the entire Board of Directors. At the 2015 annual meeting of shareholders, the successors of the directors whose terms expire at that meeting shall be elected for a term expiring at the 2016 annual meeting of shareholders and shall hold office until the next succeeding annual meeting and until his or her successor shall be elected and shall qualify, but subject to prior death, resignation, retirement, disqualification or removal from office; at the 2016 annual meeting of shareholders, the successors of the directors whose terms expire at that meeting shall be elected for a term expiring at the 2017 annual meeting of shareholders and shall hold office until the next succeeding annual meeting and until his or her successor shall be elected and shall qualify, but subject to prior death, resignation, retirement, disqualification or removal from office; and at each annual meeting of shareholders thereafter, the directors shall be elected for terms expiring at the next annual meeting of shareholders and shall hold office until the next succeeding annual meeting and until his or her successor shall be elected and shall qualify, but subject to prior death, resignation, retirement, disqualification or removal from office.

Any vacancy on the Board of Directors that results from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy occurring in the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy not resulting from an increase in the number of directors shall have the remaining term as that of his or her predecessor, unless such remaining term is less than 30 days, in which case such director shall stand for election at the following year's annual meeting. Any director elected to fill a vacancy resulting from an increase in the number of directors shall stand for election at the annual meeting immediately following such director's election by the Board of Directors, unless the appointment occurred less than 30 days prior to such meeting, in which case such director shall stand for election at the following year's annual meeting.

Any director elected to fill a vacancy shall hold office until his successor shall have been elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office.

Notwithstanding the foregoing, whenever the holders of any one or more classes or series of preferred stock issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of shareholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the terms of this Certificate of Incorporation applicable thereto.

During any period when the holders of any Preferred Stock or any one or more series thereof, voting as a class, shall be entitled to elect a specified number of directors, by reason of dividend arrearages or other provisions giving them the right to do so, then and during such time as such right continues (1) the then otherwise authorized number of directors shall be increased by such specified number of directors, and the holders of such Preferred Stock or such series thereof, voting as a class, shall be entitled to elect the additional directors so provided for, pursuant to the provisions of such Preferred Stock or series; (2) each such additional director shall serve for such term, and have such voting powers, as shall be stated in the provisions pertaining to such Preferred Stock or series; and (3) whenever the holders of any such Preferred Stock or series thereof are divested of such rights to elect a specified number of directors, voting as a class; pursuant to the provisions of such Preferred Stock or series, the terms of office of all directors elected by the holders of such Preferred Stock or series, voting as a class, pursuant to such provisions, or elected to fill any vacancies resulting from the death, resignation or removal of directors so elected by the holders of such Preferred Stock or series, shall forthwith terminate and the authorized number of directors shall be reduced accordingly.

Subject to the special right, if any, of the holders of any series of Preferred Stock or any other class of series of stock to elect directors, (1) prior to the time at which the Board of Directors ceases to be classified pursuant to this Article 8, directors may be removed only for cause, and (2) from and after the time at which the Board of Directors ceases to be classified pursuant to this Article 8, any director or the entire Board of Directors may be removed with or without cause, provided that any removal pursuant to clause (1) or (2) shall require the affirmative vote of not less than a majority of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors, considered for this purpose as one class.

9. Subject to any rights granted in a Preferred Stock Designation to any series of Preferred Stock, any action required or permitted to be taken by the shareholders of the Corporation must be effected at an annual or special meeting of shareholders of the Corporation and may not be effected by any consent in writing of such shareholders.

10. No vote at any meeting of shareholders need be by written ballot unless the Board of Directors, in its discretion, or the officer of the Corporation presiding at the meeting, in his discretion, specifically directs the use of a written ballot.

11. Special meetings of the shareholders of the Corporation for any purpose or purposes may be called at any time by the Board of Directors or by a committee of the Board of Directors that has been duly designated by the Board of Directors and whose powers and authority, as provided in a resolution of the Board of Directors or in the Bylaws of the Corporation, include the power to call such meetings or by the Chairman of the Board of Directors, but such special meetings may not be called by any other person or persons; provided, however, that, if and to the extent that any special meeting of the shareholders may be called by any other person or persons specified in any provisions of any certificate filed under Section 151(g) of the Delaware General Corporation Law (or its successor statute as in effect from time to time hereunder), then such special meeting may also be called by the person or persons, in the manner, at the times and for the purposes so specified.

12. Meetings of shareholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept (subject to any provision contained in applicable law) outside the State of Delaware at such place as may be designated from time to time by the Board of Directors or the Bylaws of the Corporation.

13. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or shareholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware General Corporation Law or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware General Corporation Law, order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders or class of shareholders, of the Corporation, as the case may be, and also on the Corporation.

14. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or may hereafter be amended, a director of this Corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except that this Article 14 shall not eliminate or limit a director's liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions that are not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is hereafter amended

to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended from time to time.

Any repeal or modification of this Article 14 shall not increase the personal liability of any director of this Corporation for any act or occurrence taking place prior to such repeal or modification or otherwise adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

The provisions of this Article 14 shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability of a director that has not been eliminated by the provisions of this Article 14.

15. The Corporation shall indemnify to the fullest extent authorized or permitted by law any person made, or threatened to be made, a party to any action or proceeding (whether civil or criminal or otherwise) by reason of the fact that he, his testator or intestate, is or was a director or officer of the Corporation or by reason of the fact that such director or officer, at the request of the Corporation, is or was serving any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity. Nothing contained herein shall affect any rights to indemnification to which employees other than directors and officers may be entitled by law, a contract to which the Corporation is a party or a bylaw of the Corporation.

16. No contract or other transaction between the Corporation or any other person, firm or corporation and no other act of the Corporation shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the directors of the Corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other person, firm or corporation. Any director of the Corporation individually or any firm or corporation of which any director may be an officer, director or shareholder, partner or owner, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Corporation, provided that the fact that he individually or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority of such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such contract or transaction shall be taken. Any director of the Corporation who is also an officer, director or shareholder, partner or owner of such other person, firm or corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction with like force and effect as if he were not such officer, director or shareholder, partner or owner of such other person, firm or corporation or not so interested. Any director of the Corporation may vote upon any contract or other transaction between the Corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a director of such subsidiary or affiliated corporation.

Any contract, transaction or act of the Corporation or of the directors that is ratified by a majority of a quorum of the shareholders of the Corporation at any annual meeting, or at

any special meeting called for such purpose, shall, insofar as permitted by law or by the Certificate of Incorporation of the Corporation, be as valid and as a binding as though ratified by every shareholder of the Corporation; provided, however, that any failure of the shareholders to approve or ratify any such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or deprive the Corporation, its directors, officers or employees of its or their right to proceed with such contract, transaction or act.

17. Notwithstanding any other vote that may be required under applicable law, and in addition thereto, the affirmative vote of holders of not less than two-thirds of the total voting power of all outstanding securities entitled to vote in the ordinary election of directors of the Corporation voting together as a single class, shall be required:

(a) To adopt any agreement for, or to approve, the merger or consolidation of this Corporation with or into any other corporation except for mergers for which no shareholder vote is required under Section 253 of the Delaware General Corporation Law or any successor section;

(b) To authorize any sale, lease, transfer, exchange, mortgage, pledge or other disposition to any other corporation, person or entity of all or substantially all of the assets of this Corporation;

(c) To authorize the issuance or transfer by this Corporation of any voting securities of this Corporation in exchange or payment for the securities or assets of any other corporation, person or entity if such authorization is otherwise required by law or by any agreement between this Corporation and any national securities exchange or by any other agreement to which this Corporation is a party; or

(d) To adopt a plan or proposal for the liquidation or dissolution of this Corporation.

18. Notwithstanding anything to the contrary in this Certificate of Incorporation, the provisions set forth in this Article 18 and in Articles 6, 8, 9, 11, 14, 15 and 17 may not be repealed, amended or otherwise modified directly or indirectly in any respect (whether by amendment of this Certificate of Incorporation or the Bylaws of the Corporation or otherwise) and the provisions of Article 7 may not be repealed, amended or otherwise modified directly or indirectly (whether by amendment of this Certificate of Incorporation or the Bylaws of the Corporation or otherwise) in any respect that would reduce or diminish in any manner any requirement set forth in such Articles for shareholder or director approval of any matter described therein; provided, however, that any of the foregoing Articles may be repealed or amended in any respect if such repeal or amendment is approved by such vote as may be required under applicable law and in addition thereto by the affirmative vote of the holders, voting together as a single class, of not less than two-thirds (2/3) of the total voting power of all outstanding securities that are entitled to vote in the ordinary election of directors of the Corporation.

19. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred on shareholders herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles 6, 7, 8, 9, 11, 14, 15 and 17 may not be repealed or amended in any respect unless such repeal or amendment is in conformity with Article 18 of this Certificate of Incorporation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed, signed and acknowledged by Michael S. Udovic, its Vice President and Secretary, as of the 27th day of January, 2014.

JACOBS ENGINEERING GROUP INC.

By: _____

Name: Michael S. Udovic

Title: Vice President and Secretary

Jacobs

SECRETARY'S CERTIFICATE

I, Justin Johnson, Secretary of Jacobs Engineering Group Inc., (the "Company") a corporation duly organized and existing under the laws of the state of Delaware, USA, do hereby certify that the attached is a true and complete copy of the current Amended and Restated Certificate of Incorporation of the Company. I hereby further certify that said document remains in full force and effect at the date of this Certification.

Dated this 20th day of October 2020.

Jacobs Engineering Group Inc.

By: Justin Johnson, Secretary

JACOBS ENGINEERING GROUP INC. CORPORATE SEAL 1987 DELAWARE

AMENDED AND RESTATED BYLAWS OF
JACOBS ENGINEERING GROUP INC.
(A DELAWARE CORPORATION)

October 5, 2020

ARTICLE I.

OFFICES

SECTION 1.01 REGISTERED OFFICE. The registered office of Jacobs Engineering Group Inc. (hereinafter called the "Corporation") in the State of Delaware shall be at 1209 Orange Street, Wilmington, and the name of the registered agent at that address shall be The Corporation Trust Company.

SECTION 1.02 PRINCIPAL OFFICE. The principal office for the transaction of the business of the Corporation shall be at 1999 Bryan Street, Suite 1200, Dallas, Texas. The Board of Directors (hereinafter called the "Board") is hereby granted full power and authority to change said principal office from one location to another.

SECTION 1.03 OTHER OFFICES. The Corporation may also have an office or offices at such other place or places, either within or without the State of Delaware, as the Board may from time to time determine or as the business of the Corporation may require.

ARTICLE II.

MEETINGS OF STOCKHOLDERS

SECTION 2.01 ANNUAL MEETINGS. Annual meetings of the stockholders of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings shall be held at such time and date as the Board shall determine by resolution. At any annual meeting of the stockholders, only such nominations of persons for election to the Board of Directors shall be made, and only such other business shall be conducted or considered, as shall have been properly brought before the meeting. For nominations to be properly made at an annual meeting, and proposals of other business to be properly brought before an annual meeting, nominations and proposals of other business must be (a) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (b) otherwise properly made at the annual meeting, by or at the direction of the Board or (c) otherwise properly requested to be brought before the annual meeting by a stockholder of the Corporation in accordance with these Bylaws. For nominations of persons for election to the Board or proposals of other business to be properly requested by a stockholder to be made at an annual meeting, a stockholder must (i) be a stockholder of record at the time of giving of notice of such annual meeting by or at the direction of the Board and at the time of the annual meeting, (ii) be entitled to vote at such annual meeting and (iii) comply with the procedures set forth in these Bylaws as to such business or nomination. The immediately preceding sentence shall be the exclusive means for a stockholder to make nominations or other business proposals (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

SECTION 2.02 SPECIAL MEETINGS. Special meetings of the stockholders for any purpose or purposes may be called by the Board, by a committee of the Board that has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in these Bylaws, include the power

to call such meetings or by the Chair of the Board. Unless otherwise prescribed by statute or by the Certificate of Incorporation, special meetings may not be called by any other person or persons. At any special meeting of the stockholders, only such business shall be conducted or considered, as shall have been properly brought before the meeting pursuant to the Corporation's notice of meeting. To be properly brought before a special meeting, proposals of business must be (a) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board or (b) otherwise properly brought before the special meeting, by or at the direction of the Board. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board or (b) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who (i) is a stockholder of record at the time of giving of notice of such special meeting and at the time of the special meeting, (ii) is entitled to vote at the meeting and (iii) complies with the procedures set forth in these Bylaws as to such nomination. The immediately preceding sentence shall be the exclusive means for a stockholder to make nominations or other business proposals before a special meeting of stockholders (other than matters properly brought under Rule 14a-8 under the Exchange Act and included in the Corporation's notice of meeting).

SECTION 2.03 PLACE OF MEETINGS. All meetings of the stockholders shall be held at such places, within or without the State of Delaware, as may from time to time be designated by the person or persons calling the respective meeting pursuant to and in accordance with these Bylaws and specified in the respective notices thereof delivered pursuant to and in accordance with these Bylaws.

SECTION 2.04 RECORD DATE FOR STOCKHOLDER NOTICE; VOTING. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment or postponement thereof, or entitled to express consent to corporate action in writing without a meeting pursuant to Article IX of the Certificate of Incorporation, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) nor less than ten (10) days prior to any other action.

If the Board does not so fix a record date, then: (i) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) The record date for determining stockholders for any other purpose shall be at the day on which the first written consent is expressed; (iii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment or postponement of the meeting; provided, however, that the Board may fix a new record date for the adjourned or postponed meeting.

SECTION 2.05 NOTICE OF MEETINGS. Except as otherwise required by law, notice of each meeting of the stockholders, whether annual or special, shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each stockholder of record entitled to vote at such meeting by delivering a typewritten or printed notice thereof to the stockholder personally, or by depositing such notice in the United States mail, in a postage prepaid envelope, directed to the stockholder at the address furnished by the stockholder to the Secretary of the Corporation for such purpose or, if the stockholder shall not have furnished to the Secretary of the Corporation an address for such purpose, then at the

address of the stockholder last known to the Secretary, or by a form of electronic transmission consented to by the stockholder to whom the notice is given, except to the extent prohibited by Section 232(e) of the Delaware General Corporation Law.

Any consent to receive notice by electronic transmission shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (i) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Notice given as provided above shall be deemed given to the stockholder as follows: (i) if by personal delivery, when delivered to the stockholder; (ii) if by mail, when deposited in the United States mail; (iii) if by facsimile, when directed to a number at which the stockholder has consented to receive notice; (iv) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (v) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (a) such posting and (b) the giving of such separate notice; and (vi) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Except as otherwise expressly required by law, no publication of any notice of a meeting of the stockholders shall be required. Every notice of a meeting of the stockholders shall state the place, date and hour of the meeting, and, in the case of a special meeting, shall also state the purpose or purposes for which the meeting is called. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall have waived such notice and such notice shall be deemed waived by any stockholders who shall attend such meeting in person or by proxy, except as for stockholders who shall attend such meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise expressly required by law, notice of any adjourned or postponed meeting of the stockholders need not be given if the time and place thereof are announced at the meeting at which the adjournment or postponement is taken.

SECTION 2.06 ADVANCE NOTICE OF STOCKHOLDER NOMINEES; OTHER BUSINESS.

(a) Annual Meeting of Stockholders.

(i) Without qualification or limitation, subject to Section 2.06(c)(iv) of these Bylaws, for any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.01 of these Bylaws, the stockholder must have given timely notice thereof (including, in the case of nominations, the completed and signed questionnaire, representation and agreement required by Section 2.07 of these Bylaws) and timely updates and supplements thereof in writing to the Secretary and such other business must otherwise be a proper matter for stockholder action.

(ii) To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the

annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder must be so delivered not earlier than the close of business on the 120th day prior to the date of such annual meeting and not later than the close of business on the later of the 90th day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting, or the public announcement thereof, commence a new time period for the giving of a stockholder's notice as described above.

Notwithstanding anything in the immediately preceding paragraph to the contrary, in the event that the number of directors to be elected to the Board is increased by the Board, and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 2.06(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

In addition, to be timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight (8) business days prior to the date for the meeting, any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof.

(b) Special Meetings of Stockholders.

(i) Subject to Section 2.06(c)(iv) of these Bylaws, in the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any stockholder may nominate a person or persons (as the case may be) for election to such position(s) to be elected as specified in the Corporation's notice calling the meeting, provided that the stockholder gives timely notice thereof (including the completed and signed questionnaire, representation and agreement required by Section 2.07 of these Bylaws) and timely updates and supplements thereof in writing to the Secretary. In order to be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to the date of such special meeting and not later than the close of business on the later of the 90th day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than one hundred (100) days prior to the date of such special meeting, the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall any adjournment or postponement of a special meeting, or the public announcement thereof, commence a new time period for the giving of a stockholder's notice as described above.

(ii) In addition, to be timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight (8) business days prior to the date for the meeting, any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof.

(c) Other Provisions.

(i) To be in proper form, a stockholder's notice (whether given pursuant to Section 2.01 or 2.02 of these Bylaws) to the Corporation must include the following, as applicable:

(A) As to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, a stockholder's notice must set forth: (1) the name and address of such stockholder, as they appear on the Corporation's books, of such beneficial owner, if any, and of their respective affiliates or associates or others acting in concert therewith; (2) the class or series and number of shares of the Corporation that are, directly or indirectly, owned beneficially and of record by such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith; (3) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the stockholder of record, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith, may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith; (4) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder has a right to vote any class or series of shares of the Corporation; (5) any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such stockholder, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of the shares of the Corporation by, manage the risk of share price

changes for, or increase or decrease the voting power of, such stockholder with respect to any class or series of the shares of the Corporation, or that provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares of the Corporation (any of the foregoing, "Short Interests"); (6) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder that are separated or separable from the underlying shares of the Corporation; (7) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership; (8) any performance-related fees (other than an asset-based fee) that such stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including without limitation any such interests held by members of such stockholder's immediate family sharing the same household; (9) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by such stockholder; (10) any direct or indirect interest of such stockholder in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement); and (11) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement and form of proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(B) If the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, a stockholder's notice must, in addition to the matters set forth in paragraph (A) above, also set forth: (1) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such stockholder and beneficial owner, if any, in such business, (2) the text of the proposal or business (including the text of any resolutions proposed for consideration) and (3) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder;

(C) As to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board, a stockholder's notice must, in addition to the matters set forth in paragraph (A) above, also set forth: (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all

information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(D) With respect to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board, a stockholder's notice must, in addition to the matters set forth in paragraphs (A) and (C) above, also include a completed and signed questionnaire, representation and agreement required by Section 2.07 of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(ii) For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(iii) Notwithstanding the provisions of these Bylaws, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; provided, however, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.7 of these Bylaws.

(iv) Nothing in these Bylaws shall be deemed to affect any rights (1) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (2) of the holders of any series of Preferred Stock if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws. Subject to Rule 14a-8 under the Exchange Act, nothing in these Bylaws shall be construed to permit any stockholder, or give any stockholder the right, to include or have disseminated or described in the Corporation's proxy statement any nomination of director or directors or any other business proposal.

(v) Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Chair of the meeting shall have the power to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with these Bylaws and, if any proposed nomination or other business is not in compliance with these Bylaws, to declare that no action shall be taken on such nomination or other proposal, and such nomination or other proposal shall be disregarded.

SECTION 2.07 SUBMISSION OF QUESTIONNAIRE, REPRESENTATION AND AGREEMENT. To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.06 of these Bylaws) to the Secretary of the Corporation at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request), and a written representation and agreement (in the form

provided by the Secretary upon written request) that such person (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation publicly disclosed from time to time and (d) will abide by the requirements of Section 3.03.

SECTION 2.08 QUORUM. Except in the case of any meeting for the election of directors summarily ordered as provided by law, the holders of record of a majority in voting interest of the shares of stock of the Corporation entitled to be voted thereat, present in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the stockholders of the Corporation or any adjournment or postponement thereof. In the absence of a quorum at any meeting or any adjournment or postponement thereof, a majority in voting interest of the stockholders present in person or by proxy and entitled to vote thereat or, in the absence therefrom of all the stockholders, any officer entitled to preside at, or to act as secretary of, such meeting may adjourn or postpone such meeting from time to time. At any such adjourned or postponed meeting at which a quorum is present any business may be transacted that might have been transacted at the meeting as originally called.

SECTION 2.09 VOTING.

(a) Each stockholder shall, at each meeting of the stockholders, be entitled to vote in person or by proxy each share or fractional share of the stock of the Corporation that has voting rights on the matter in question and that has been held by them and registered in their name on the books of the Corporation (i) on the date fixed pursuant to Section 6.05 of these Bylaws as the record date for the determination of stockholders entitled to notice of and to vote at such meeting or (ii) if no such record date shall have been so fixed, then (a) at the close of business on the day next preceding the day on which notice of the meeting shall be given or (b) if notice of the meeting shall be waived, at the close of business on the day next preceding the day on which the meeting shall be held.

(b) Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors in such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes. Persons holding stock of the Corporation in a fiduciary capacity shall be entitled to vote such stock. Persons whose stock is pledged shall be entitled to vote, unless in the transfer by the pledgor on the books of the Corporation they shall have expressly empowered the pledgee to vote thereon, in which case only the pledgee, or their proxy, may represent such stock and vote thereon. Stock having voting power standing of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety or otherwise, or with respect to which two or more persons have the same fiduciary relationship, shall be voted in accordance with the provisions of the General Corporation Law of the State of Delaware.

(c) Any such voting rights may be exercised by the stockholder entitled thereto in person or by their proxy appointed by an instrument in writing, subscribed by such stockholder or by their attorney thereunto authorized and delivered to the secretary of the meeting; provided, however, that no proxy shall be voted or acted upon after three years from its date unless said proxy shall provide for a longer period. The attendance at any meeting of a stockholder who may theretofore have given a proxy shall not have the effect of revoking the same unless they shall in writing so notify the secretary of the meeting prior to the voting of the proxy. At any meeting of the stockholders all matters, except as otherwise provided by the Certificate of Incorporation, in these Bylaws or by law, shall be decided by the vote of a majority of the shares present in person or by proxy and entitled to vote thereat and thereon, a quorum being present. The vote at any meetings of the stockholders on any question need not be by ballot, unless so directed by the chair of the meeting. On a vote by ballot each ballot shall be signed by the stockholder voting, or by their proxy, if there be such proxy, and it shall state the number of shares voted.

SECTION 2.10 LIST OF STOCKHOLDERS. The Secretary of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder for any purpose germane to the meeting during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the duration thereof, and may be inspected by any stockholder who is present. Such list shall presumptively determine the identity of the stockholders entitled to notice of and to vote at the meeting and the number of shares held by each of them.

SECTION 2.11 INSPECTORS OF ELECTIONS. If at any meeting of the stockholders a vote by written ballot shall be taken on any question, the chair of such meeting may appoint an inspector or inspectors of elections to act with respect to such vote. Each inspector so appointed shall first subscribe an oath faithfully to execute the duties of an inspector at such meeting with strict impartiality and according to the best of their ability. Such inspectors shall decide upon the qualification of the voters and shall report the number of shares represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and, when the voting is completed, shall ascertain and report the number of shares voted respectively for and against the question. Reports of inspectors shall be in writing and subscribed and delivered by them to the Secretary of the Corporation. The inspectors need not be stockholders of the Corporation, and any officer of the Corporation may be an inspector on any question other than a vote for or against a proposal in which they shall have a material interest.

SECTION 2.12 ACTION WITHOUT A MEETING NOT PERMITTED. No action shall be taken by the stockholders except at an annual or special meeting of stockholders. The power of the stockholders to consent in writing without a meeting to the taking of any action is specifically denied.

SECTION 2.13 CONDUCT OF MEETINGS OF STOCKHOLDERS. Subject to the following, meetings of stockholders generally shall follow accepted rules of parliamentary procedure:

(a) The chair of the meeting shall have absolute authority over matters of procedure and there shall be no appeal from the ruling of the chair. If the chair, in his or her absolute discretion, deems it advisable to dispense with the rules of parliamentary procedure as to any one meeting of stockholders or part thereof, the chair shall so state and shall clearly state the rules under which the meeting or appropriate part thereof shall be conducted.

(b) If disorder should arise that prevents continuation of the legitimate business of the meeting, the chair may quit the chair and announce the adjournment or postponement of the meeting; and, upon their so doing, the meeting shall be immediately adjourned or postponed.

(c) The chair may ask or require that anyone that is not a bona fide stockholder or proxy leave the meeting.

(d) A resolution or motion shall be considered for vote only if proposed by a stockholder or duly authorized proxy and seconded by an individual who is a stockholder or a duly authorized proxy, other than the individual who proposed the resolution or motion.

ARTICLE III.

BOARD OF DIRECTORS

SECTION 3.01 GENERAL POWERS. The property, business and affairs of the Corporation shall be managed by the Board.

SECTION 3.02 NUMBER AND TERM OF OFFICE. The authorized number of directors shall be twelve (12) until changed by a duly adopted amendment to this Bylaw. Each of the directors of the Corporation shall hold office until their successor shall have been duly elected and shall qualify or until they shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3.03 ELECTION OF DIRECTORS. At all meetings of stockholders for the election of directors at which a quorum is present, each director then standing for election shall be elected by the vote of the majority of the votes cast, subject to the following provisions:

(a) Resignation of Incumbent Director Who Fails to Receive a Majority Vote: In any non-contested election of directors, any director nominee who is an incumbent director who receives a greater number of votes "withheld" from his or her election (or "against" or "no" votes) than votes "for" such election shall immediately tender his or her resignation to the Board, which resignation shall be irrevocable. Thereafter, the Board shall decide, through a process managed by the nominating and corporate governance committee (or equivalent) (and excluding the nominee in question from all Board and committee deliberations), whether to accept such resignation.

(b) Consequences of the Board's Acceptance or Non-Acceptance of a Director's Resignation: If such incumbent director's resignation is accepted by the Board, then such director shall immediately cease to be a member of the Board upon the date of action taken by the Board to accept such resignation. If such incumbent director's resignation is not accepted by the Board, such director will continue to serve until the next annual meeting, or until his or her subsequent resignation or removal.

(c) Failure of a Non-Incumbent Director to Win Election: If any nominee for director who is not an incumbent fails in a non-contested election to receive a majority vote for his or her election at any meeting for the purpose of the election of directors at which a quorum is present, such candidate shall not be elected and shall not take office.

(d) Filling Vacancies: If an incumbent director's resignation is accepted by the Board pursuant to this Section 3.03, or if a non-incumbent nominee for director is not elected, the Board, may fill any resulting vacancy pursuant to the provisions of Section 3.05, or may decrease the size of the Board pursuant to Section 3.02. If, for any cause, the entire Board of Directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these Bylaws.

(e) Nominees to Agree in Writing to Abide by this Bylaw: To be eligible for election as a director of the Corporation, each nominee (including incumbent directors and nominees proposed by stockholders in accordance with Section 2.06) must agree in writing in advance to comply with the requirements of this Section 3.03.

(f) Vote Standard in Contested Elections: Notwithstanding anything to the contrary contained in this Section 3.03, in the event of a contested election, directors shall be elected by the vote of a plurality of the votes cast at any meeting for the election of directors at which a quorum is present. For purposes of this Section 3.03, a contested election shall mean any election of directors in which the number of candidates for election as directors exceeds the number of directors to be elected, with the determination thereof being made by the Secretary of the Corporation (i) as of the close of the applicable notice of nomination period set forth in Section 2.06 based on whether one or more notice(s) of nomination were timely filed in accordance with such Section or (ii) if later, reasonably promptly following the determination by any court or other tribunal of competent jurisdiction that one or more notice(s) of nomination were timely filed in accordance with Section 2.06; provided that the determination that an election is a contested election by the Secretary of the Corporation pursuant to clause (i) or (ii) shall be determinative only as to the timeliness of a notice of nomination and not otherwise as to its validity. If, prior to the time the Corporation mails its initial proxy statement in connection with such election of directors, one or more notices of nomination are withdrawn (or are declared invalid or untimely by any court or other tribunal of competent jurisdiction) such that the number of candidates for election as director no longer exceeds the number of directors to be elected, the election shall not be considered a contested election, but, in all other cases, once an election is determined to be a contested election, directors shall be elected by the vote of a plurality of the votes cast.

SECTION 3.04 RESIGNATIONS. Any director of the Corporation may resign at any time by giving written notice to the Board or to the Secretary of the Corporation. Subject to Section 3.03, any such resignation shall take effect at the time specified therein, or, if the time is not specified, it shall take effect immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 3.05 VACANCIES. Except as otherwise provided in the Certificate of Incorporation, any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of directors, or any other cause, may be filled by vote of the majority of the remaining directors, although less than a quorum. Each director so chosen to fill a vacancy shall hold office until the annual meeting immediately following such director's election by the Board, unless the appointment occurred less than thirty (30) days prior to such meeting, in which case such director shall stand for election at the following year's annual meeting, and, in either case, if elected by the stockholders, such director shall hold office for the remainder of the term of the class of directors in which the new directorship was created or the vacancy occurred and until their successor shall have been elected and shall qualify or until they shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3.06 PLACE OF MEETING. The Board may hold any of its meetings at such place or places within or without the State of Delaware as the Board may from time to time by resolution designate or as shall be designated by the person or persons calling the meeting or in the notice or a waiver of notice of any such meeting. Directors may participate in any regular or special meeting of the Board by means of conference telephone or similar communications equipment pursuant to which all persons participating in the meeting of the Board can hear each other, and such participation shall constitute presence in person at such meeting.

SECTION 3.07 FIRST MEETING. The Board shall meet as soon as practicable after each annual election of directors and notice of such first meeting shall not be required.

SECTION 3.08 REGULAR MEETINGS. Regular meetings of the Board may be held at such times as the Board may from time to time by resolution determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting shall be held at the same hour and place on the next succeeding business day not a legal holiday. Except as provided by law, notice of regular meetings need not be given.

SECTION 3.09 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chair of the Board of Directors, the Vice Chair of the Board, if any, or the President and Chief Executive Officer and shall be called by the President and Chief Executive Officer or Secretary on the written request of two directors. Notice of all special meetings of the Board shall be given to each director at the address, facsimile number or electronic mail address provided by the director to the Secretary of the Corporation, or in the absence of such information, at the last known address, facsimile number or electronic mail address of the director, as follows:

(a) By first-class mail, postage prepaid, deposited in the United States mail in the city where the principal office of the Corporation is located at least five (5) days before the date of such meeting; or

(b) By personal delivery at least twelve (12) hours prior to the time of holding such meeting; or

(c) By facsimile directed to the director's facsimile number at least twelve (12) hours prior to the time of holding such meeting; or

(d) By electronic mail directed to the director's electronic mail address at least twelve (12) hours prior to the time of holding such meeting.

It shall not be necessary that the same method of giving notice be employed in respect of all directors.

Such notice may be waived by any director and any meeting shall be a legal meeting without notice having been given if all the directors shall be present thereat or if those not present shall, either before or after the meeting, sign a written waiver of notice of, or a consent to, such meeting or shall after the meeting sign the approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or be made a part of the minutes of the meeting.

SECTION 3.10 QUORUM AND MANNER OF ACTING. Except as otherwise provided in the Certificate of Incorporation or these Bylaws or by law, the presence of a majority of the total number of directors then in office shall be required to constitute a quorum for the transaction of business at any meeting of the Board. Except as otherwise provided in the Certificate of Incorporation or these Bylaws or by law, all matters shall be decided at any such meeting, a quorum being present, by the affirmative votes of a majority of the directors present. In the absence of a quorum, a majority of directors present at any meeting may adjourn

or postpone the same from time to time until a quorum shall be present. Notice of any adjourned or postponed meeting need not be given. The directors shall act only as a Board, and the individual directors shall have no power as such.

SECTION 3.11 ACTION BY CONSENT. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

SECTION 3.12 MANIFESTATION OF DISSENT. A director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting or unless they shall file their written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 3.13 COMPENSATION. The directors shall receive only such compensation for their services as directors as may be allowed by resolution of the Board. The Board may also provide that the Corporation shall reimburse each such director for any expense incurred by them on account of their attendance at any meetings of the Board or Committees of the Board. Neither the payment of such compensation nor the reimbursement of such expenses shall be construed to preclude any director from serving the Corporation or its subsidiaries in any other capacity and receiving compensation therefor.

SECTION 3.14 EXECUTIVE COMMITTEE. There may be an Executive Committee of three or more directors appointed by the Board, who may meet at stated times, or on notice to all members of such Committee by any of their own number, during the intervals between the meetings of the Board; they shall advise and aid the officers of the Corporation in all matters concerning its interests and the management of its business, and generally perform such duties and exercise such powers as may be directed or delegated by the Board from time to time. To the full extent permitted by law, the Board may delegate to such Committee authority to exercise all the powers of the Board while the Board is not in session. Vacancies in the members of the Committee shall be filled by the Board at a regular meeting or at a special meeting for that purpose. The Executive Committee shall keep written minutes of its meeting and report the same to the Board when required. The provisions of Sections 3.08, 3.09 and 3.11 of these Bylaws shall apply, mutatis mutandis, to any Executive Committee of the Board.

SECTION 3.15 EMERGENCY MANAGEMENT COMMITTEE. The Board of Directors, by resolution, may provide for an Emergency Management Committee and appoint members or designate the manner in which membership of the Committee shall be determined. The emergency powers granted hereunder shall be operative during any emergency resulting from an attack on the United States or during any nuclear or atomic disaster or during the existence of any catastrophe, or other similar emergency condition, as a result of which a quorum of the Board of Directors or a standing committee thereof cannot readily be convened for action (an “emergency condition”). Said Committee shall have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation. It shall act only during such emergency condition and so long as the number of Directors able to act shall have been reduced to fewer than five, and until a Board of Directors has been elected by the stockholders. Such Committee shall meet as promptly as possible after the commencement of such an emergency condition as would activate the Committee and at such subsequent time or times as it may designate until a Board of Directors has been duly elected. Such Committee shall as the first order of business elect an Emergency Executive Committee from among its members and a chair thereof, who shall be the chief executive officer of the Corporation. Such Executive Committee shall function in the same

manner and possess the same powers as the Executive Committee of the Board of Directors, as provided in Article III of these Bylaws, and shall have as many members as shall be provided by resolution of the Board. Such Committees shall make their own rules of procedure except to the extent otherwise provided by resolution of the Board. A majority of the members of the Committees able to act shall constitute a quorum. The physical presence of a member shall not be required if their vote on an action to be taken can be obtained by available means of communication. Any vacancy occurring in said Committees caused by resignation, death or other incapacity may be filled by a majority of the remaining members of the Emergency Management Committee and any member so chosen shall serve until a Board of Directors has been duly elected.

SECTION 3.16 OTHER COMMITTEES. The Board may, by resolution passed by a majority of the whole Board, designate one or more other committees, each such committee to consist of one or more of the directors of the Corporation. To the full extent permitted by law, any such committee shall have and may exercise such powers and authority as the Board may designate in such resolution. Vacancies in the membership of a committee shall be filled by the Board at a regular meeting or a special meeting for that purpose. Any such committee shall keep written minutes of its meetings and report the same to the Board when required. The provisions of Sections 3.08, 3.09, 3.10, 3.11 and 3.12 of these Bylaws shall apply, mutatis mutandis, to any such committee of the Board.

ARTICLE IV.

OFFICERS

SECTION 4.01 NUMBER. The officers of the Corporation shall be a Chair of the Board, a President, one or more Vice Presidents (including Executive Vice Presidents, Group Vice Presidents and Senior Vice Presidents), a Secretary and a Treasurer. The Chief Executive Officer of the Corporation shall be such officer as the Board shall from time to time designate. The Board may also elect a Vice Chair of the Board and one or more Assistant Secretaries and Assistant Treasurers. A person may hold more than one office provided that the duties thereof can be consistently performed by the same person.

SECTION 4.02 OTHER OFFICERS. The Board may appoint such other officers as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION 4.03 ELECTION. Each of the officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 4.02 or Section 4.05 of this Article, shall be chosen annually by the Board and shall hold office until they shall resign or shall be removed or otherwise disqualified to serve, or their successor shall be elected and qualified.

SECTION 4.04 SALARIES. The salaries of all officers of the Corporation shall be fixed by the Board.

SECTION 4.05 REMOVAL; VACANCIES. Subject to the express provisions of a contract authorized by the Board, any officer may be removed, either with or without cause, at any time by the Board or by any officer upon whom such power of removal may be conferred by the Board. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

SECTION 4.06 THE CHAIR OF THE BOARD. The Chair of the Board shall preside at all meetings of the stockholders and directors and shall have such other powers and duties as may be prescribed by the Board or by applicable law. The Chair of the Board shall be an ex-officio member of standing committees, if so provided in the resolutions of the Board appointing the members of such committees.

SECTION 4.07 THE VICE CHAIR OF THE BOARD. In the absence of the Chair of the Board the Vice Chair of the Board, if there be such an officer, shall have all the powers and shall exercise all the duties of the Chair of the Board.

SECTION 4.08 THE PRESIDENT AND CHIEF EXECUTIVE OFFICER. Unless otherwise determined by the Board, the President shall be the Chief Executive Officer of the Corporation and subject to the direction and control of the Board and the Chair, the President and Chief Executive Officer shall have general supervision, control and management of the affairs and business of the Corporation, and general charge and supervision of all officers, agents and employees of the Corporation; shall ensure that all orders and resolutions of the Board are carried into effect; shall, in the absence of the Chair of the Board and Vice Chair of the Board, if any, preside at all meetings of the stockholders and the Board; and in general shall exercise all powers and perform all duties incident to the office of the President and Chief Executive Officer and such other powers and duties as may from time to time be assigned by the Board or as may be prescribed by these Bylaws. The President and Chief Executive Officer may execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

SECTION 4.09 THE EXECUTIVE VICE PRESIDENTS. In the absence of the President and Chief Executive Officer or in the event of the inability or refusal of the President and Chief Executive Officer to act, the Executive Vice Presidents, if any, (in the order of their rank, as specified by the Board, or in the absence of such specification then in the order of their elections) shall perform all duties of the President and Chief Executive Officer and when so acting shall have all of the powers of and be subject to all the restrictions upon, the President and Chief Executive Officer. The Executive Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them by the President and Chief Executive Officer, the Board or these Bylaws.

SECTION 4.10 THE VICE PRESIDENTS. In the absence of the Executive Vice Presidents or in the event of the inability or refusal of the Executive Vice Presidents to act, the Group Vice Presidents and Senior Vice Presidents, if any, or, if none, the Vice Presidents, (in the order of their rank, as specified by the Board, or in the absence of such specification, then in the order of their election) shall perform the duties of the President and Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President and Chief Executive Officer. The Group Vice Presidents, Senior Vice Presidents and Vice Presidents shall have such other powers and perform such other duties as may from time to time be prescribed for them by the President and Chief Executive Officer, the Board or these Bylaws.

SECTION 4.11 THE SECRETARY AND ASSISTANT SECRETARY. The Secretary shall attend all meetings of the Board and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board in a book to be kept for that purpose and shall perform like duties for the standing and special committees of the Board when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or President and Chief Executive Officer, under whose supervision the Secretary shall act. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or an assistant secretary, shall have authority to affix the same to an instrument requiring it and, when so affixed, it may be attested by the Secretary's signature or by the signature of such assistant secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing of his or her signature.

The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

SECTION 4.12 THE TREASURER. The Treasurer shall be the chief financial officer of the Corporation and may be referred to by that title shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Chief Executive Officer and the Board, at its regular meetings, or when the Board so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

If required by the Board, the Treasurer shall give the Corporation a bond in such sum and with such surety as shall be satisfactory to the Board for the faithful performance of the duties of Treasurer and for the restoration to the Corporation, in case of the Treasurer's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession or under his or her control belonging to the Corporation.

SECTION 4.13 THE ASSISTANT TREASURER. The assistant treasurer, or if there be more than one, the assistant treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

ARTICLE V.

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

SECTION 5.01 CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness payable by the Corporation shall be signed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board. Each such person or persons shall give such bond, if any, as the Board may require.

SECTION 5.02 DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select, or as may be selected by any officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation to whom such power shall have been delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, the President and Chief Executive Officer, any Executive, Group, Senior or other Vice President or the Treasurer (or any other officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation who shall from time to time be determined by the Board) may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the Corporation.

SECTION 5.03 GENERAL AND SPECIAL BANK ACCOUNTS. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may select or as may be selected by any officer or officers, assistant or assistants, agent or agents, or attorney or attorneys of the Corporation to whom such power shall have been delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

ARTICLE VI.

SHARES AND THEIR TRANSFER

SECTION 6.01 CERTIFICATES FOR STOCK. Shares of the Corporations stock may be certificated or uncertificated; *provided, however,* that every owner of stock of the Corporation shall be entitled to have a certificate or certificates, to be in such form as the Board shall prescribe, certifying the number and class of shares of the stock of the Corporation owned by them. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificated shares of the same class and series shall be identical. The certificates representing shares of such stock shall be numbered in the order in which they shall be issued and shall be signed in the name of the Corporation by the Chair, Vice Chair or President and Chief Executive Officer or an Executive, Group, Senior or other Vice President, and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. Any of or all of the signatures on the certificates may be a facsimile. In case any officer, transfer agent or registrar who has signed, or whose facsimile signature has been placed upon, any such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as though the person who signed such certificate, or whose facsimile signature has been placed upon, any such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may nevertheless be issued by the Corporation with the same effect as though the person who signed such certificate, or whose facsimile signature shall have been placed thereupon, were such officer, transfer agent or registrar at the date of issue. A record shall be kept of the respective names of the persons, firms or corporations owning the Corporation's stock whether or not represented by such certificates, the number and class of shares owned thereby, respectively, and the respective dates thereof, and in case of cancellation, the respective dates of cancellation. Upon a holder's request, the Corporation shall provide evidence of any equivalent uncertificated shares. Every certificate surrendered to the Corporation for exchange or transfer shall be cancelled, and no new certificated or uncertificated share or shares shall be issued in exchange for any existing certificate until such existing certificate shall have been cancelled, except in cases provided for in Section 6.04.

SECTION 6.02 TRANSFERS OF STOCK. The person in whose name shares of stock stand on the books of the Corporation shall be deemed the owner thereof for all purpose as regards the Corporation. Transfers of shares of stock of the Corporation shall be registered on the books of the Corporation or a transfer agent appointed as provided in Section 6.03, and may only be made upon instruction of the registered holder thereof, or of their attorney thereunto authorized by power of attorney duly executed, and the payment of all taxes thereon. Upon surrender of a certificate of shares to the Corporation or its transfer agent, with an assignment or power of transfer endorsed thereon or delivered therewith, duly executed, and with such proof of the authenticity of the signature and of authority to transfer, and of payment of transfer taxes, as the Corporation or its agents may require, the Corporation shall cancel the old certificate and issue new equivalent certificated or uncertificated shares to the person entitled thereto, and record the transaction upon its books. Upon receipt of proper transfer instructions from the holder of uncertificated shares, and of payment of transfer taxes as the Corporation or its agents may require, the Corporation shall cancel such uncertificated shares and issue new equivalent certificated or uncertificated shares to the person entitled thereto, and record the transaction upon its books. Whenever any transfer of

shares shall be made for collateral security, and not absolutely, such fact shall be so expressed in the entry of transfer if, when the certificate or certificates shall be presented to the Corporation for registration of transfer, both the transferor and the transferee request the Corporation to do so.

SECTION 6.03 REGULATIONS. The Board may make such rules and regulations as it may deem expedient, not inconsistent with these Bylaws, concerning the issue, transfer and registration of certificates for shares of the stock of the Corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer clerks or one or more transfer agents and one or more registrars, and may require all certificates for stock to bear the signature or signatures of any of them.

SECTION 6.04 LOST, STOLEN, DESTROYED, AND MUTILATED CERTIFICATES. In any case of loss, theft, destruction or mutilation of any certificate of stock, the Corporation may issue new equivalent certificated or uncertificated shares in its place upon proof of such loss, theft, destruction or mutilation and upon the giving of a bond of indemnity to the Corporation in such form and in such sums as the Board may direct; provided, however, that such new shares may be issued without requiring any bond when, in the judgment of the Board, it is proper so to do.

SECTION 6.05 FIXING DATE FOR DETERMINATION OF STOCKHOLDERS OF RECORD. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment or postponement thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any other change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than twenty (20) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If in any case involving the determination of stockholders for any purpose other than notice of or voting at a meeting of stockholders the Board shall not fix such a record date, the record date for determining stockholders for such purpose shall be the close of business on the day on which the Board shall adopt the resolution relating thereto. A determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment or postponement of such meeting; provided, however, that the Board may fix a new record date for the adjourned or postponed meeting.

ARTICLE VII.

INDEMNIFICATION

SECTION 7.01 ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that they are or were a director, officer or employee of the Corporation, or are or were serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise or as a member of any committee or similar body, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, that they had reasonable cause to believe that their conduct was unlawful.

SECTION 7.02 ACTIONS BY OR IN THE RIGHT OF THE CORPORATION. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that they are or were a director, officer or employee of the Corporation, or are or were serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, or as a member of any committee or similar body, against expenses (including attorneys' fees) actually and reasonably incurred by them in connection with the defense or settlement of such action or suit if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 7.03 DETERMINATION OF RIGHT OF INDEMNIFICATION. To obtain indemnification under Section 7.01 or 7.02, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Any indemnification under Section 7.01 or 7.02 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer or employee is proper in the circumstances because they have met the applicable standard of conduct set forth in Sections 7.01 and 7.02. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the stockholders.

SECTION 7.04 INDEMNIFICATION AGAINST EXPENSES OF SUCCESSFUL PARTY. Notwithstanding the other provisions of this Article, to the extent that a director, officer or employee of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 or 7.02, or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by them in connection therewith.

SECTION 7.05 ADVANCE OF EXPENSES. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board upon receipt of an undertaking by or on behalf of the director or officer, to repay such amount if it shall ultimately be determined that they are not entitled to be indemnified by the Corporation as authorized in this Article. Such expenses incurred by other employees may be so paid upon such terms and conditions, if any, as the Board deems appropriate, provided that advances pursuant to this Section 7.05 shall paid by the Corporation within twenty (20) days after the receipt by the Corporation of a written statement or statements from the claimant requesting such advance or advances from time to time.

SECTION 7.06 OTHER RIGHTS AND REMEDIES. The benefits provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7.07 INSURANCE. Upon resolution passed by the Board, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Corporation would have the power to indemnify them or hold them harmless against such liability under the provisions of this Article.

SECTION 7.08 CONSTITUENT CORPORATIONS. For the purposes of this Article, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation, and shall also include without limitation Jacobs Engineering Group Inc., a California corporation, so that any person who is or was a director, officer or employee of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as they would if they had served the resulting or surviving corporation in the same capacity.

SECTION 7.09 EMPLOYEE BENEFIT PLANS. For purposes of this Article, references to "other enterprises" shall include employee benefit plans, and references to "serving at the request of the Corporation" shall include any service as a director, officer or employee of the Corporation that imposes a duty on, or involves services by, such director, officer or employee with respect to an employee benefit plan, its participants or beneficiaries.

SECTION 7.10 BROADEST LAWFUL INDEMNIFICATION. In addition to the foregoing, the Corporation shall, to the broadest and maximum extent permitted by Delaware law, as the same exists from time to time (but, in case of any amendment to or change in Delaware law, only to the extent that such amendment or change permits the Corporation to provide broader rights of indemnification than is permitted to the Corporation prior to such amendment or change), indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that they are or were a director or officer of the Corporation, or are or were serving at the request of the Corporation as a director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding than is permitted to the Corporation prior to such amendment or change), pay to such person any and all expenses (including attorneys' fees) incurred in defending or settling any such action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer, to repay such amount if it shall ultimately be determined by a final judgment or other final adjudication that they are not entitled to be indemnified by the Corporation as authorized in this Section 7.10, provided that advances pursuant to this Section 7.10 shall paid by the Corporation within twenty (20) days after the receipt by the Corporation of a written statement or statements from the claimant requesting such advance or advances from time to time. The first sentence of this Section 7.10 to the contrary notwithstanding, the Corporation shall not indemnify any such person with respect to any of the following matters: (i) remuneration paid to such person if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law; or (ii) any accounting of profits made from the purchase or sale by such person of the Corporation's securities within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any federal, state or local statutory law; or (iii) actions brought about or contributed to by the dishonesty of such person, if a final judgment or other final adjudication adverse to such person establishes that acts of active and deliberate dishonesty were committed or attempted by such person with actual dishonest purpose and

intent and were material to the adjudication; or (iv) actions based on or attributable to such person having gained any personal profit or advantage to which they were not entitled, in the event that a final judgment or other final adjudication adverse to such person establishes that such person in fact gained such personal profit or other advantage to which they were not entitled; or (v) any matter in respect of which a final decision by a court with competent jurisdiction shall determine that indemnification is unlawful; provided, however, that the Corporation shall perform its obligations under the second sentence of this Section 7.10 on behalf of such person until such time as it shall be ultimately determined by a final judgment or other final adjudication that they are not entitled to be indemnified by the Corporation as authorized by the first sentence of this Section 7.10 by virtue of any of the preceding clauses (i), (ii), (iii), (iv) or (v). To obtain indemnification under Section 7.10, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification.

SECTION 7.11 INDEMNITY FUND. Upon resolution passed by the Board, the Corporation may establish a trust or other designated account, grant a security interest or use other means (including, without limitation, a letter of credit), to ensure the payment of any or all of its obligations arising under this Article VII and/or any agreements that may be entered into between the Corporation and its officers and directors from time to time.

SECTION 7.12 SEVERABILITY. If any part of this Article VII shall be found, in any action, suit or proceeding or appeal therefrom or in any other circumstances or as to any particular officer, director or employee to be unenforceable, ineffective or invalid for any reason (a) the enforceability, effect and validity of the remaining parts or of such parts in other circumstances shall not be affected, except as otherwise required by applicable law, and (b) to the fullest extent possible, the provisions of this Article VII (including each such portion of any paragraph of this Article VII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

SECTION 7.13 AMENDMENTS. The foregoing provisions of this Article VII shall be deemed to constitute an agreement between the Corporation and each of the persons entitled to indemnification hereunder, for as long as such provisions remain in effect. Any amendment to the foregoing provisions of this Article VII which limits or otherwise adversely affects the scope of indemnification or rights of any such persons hereunder shall, as to such persons, apply only to claims arising, or causes of action based on actions or events occurring, after such amendment and delivery of notice of such amendment is given to the person or persons so affected. Until notice of such amendment is given to the person or persons whose rights hereunder are adversely affected, such amendment shall have no effect on such rights of such persons hereunder. Any person entitled to indemnification under the foregoing provisions of this Article VII shall as to any act or omission occurring prior to the date of receipt of such notice, be entitled to indemnification to the same extent as had such provisions continued as Bylaws of the Corporation without such amendment.

ARTICLE VIII.

MISCELLANEOUS

SECTION 8.01 SEAL. The Board shall provide a corporate seal, which shall be in the form of a circle and shall bear the name of the Corporation and words and figures showing that the Corporation was incorporated in the State of Delaware and the year of incorporation.

SECTION 8.02 WAIVER OF NOTICES. Whenever notice is required to be given by these Bylaws or the Certificate of Incorporation or by law, the person entitled to said notice may waive such notice in writing, either before or after the time stated therein, and such waiver shall be deemed equivalent to notice.

SECTION 8.03 FISCAL YEAR. The fiscal year of the Corporation shall end on the Friday closest to September 30 of each year (determined on the basis of the number of business days).

SECTION 8.04 AMENDMENTS. Subject to the provisions of the Certificate of Incorporation, these Bylaws and applicable law, these Bylaws or any of them may be amended or repealed and new Bylaws may be adopted (a) by the Board, by vote of a majority of the number of directors then in office or (b) by the vote of the holders of not less than seventy-five (75%) percent of the total voting power of all outstanding shares of voting stock of the Corporation in an annual meeting of stockholders or at any special meeting of stockholders, provided that notice of such proposed amendment, repeal or adoption is given in the Corporation's notice calling such meeting delivered pursuant to and in accordance with these Bylaws. Subject to the provisions of the General Corporation Law of the State of Delaware and the Certificate of Incorporation, any Bylaws adopted or amended by the stockholders may be amended or repealed by the Board or the stockholders.

SECTION 8.05 VOTING STOCK. Unless otherwise ordered by the Board, the Chair of the Board, the President and Chief Executive Officer and each Executive, Group, Senior or other Vice President shall have full power and authority on behalf of the Corporation to attend and to act and vote at any meeting of the stockholders of any corporation in which the Corporation may hold stock and at any such meeting shall possess and may exercise any and all rights and powers that are incident to the ownership of such stock and which as the owner thereof the Corporation may have possessed and exercised if present. The Board by resolution from time to time may confer like powers upon any other person or person.

SECTION 8.06 EXCLUSIVE FORUM. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's Certificate of Incorporation or Bylaws (as either may be amended from time to time), or (iv) any action asserting a claim against the Corporation or any director or officer or other employee of the Corporation governed by the internal affairs doctrine shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal district court for the District of Delaware).

Jacobs

SECRETARY'S CERTIFICATE

I, Justin Johnson, Secretary of Jacobs Engineering Group Inc., (the "Company") a corporation duly organized and existing under the laws of the state of Delaware, USA, do hereby certify that the attached is a true and complete copy of the current Amended and Restated Bylaws of the Company. I hereby further certify that said bylaws remain in full force and effect at the date of this Certification.

Dated this 20th day of October 2020.

Jacobs Engineering Group Inc.

JACOBS ENGINEERING GROUP INC. CORPORATE SEAL 1987 DELAWARE

By: Justin Johnson, Secretary

Proposer Teaming Agreement or Key Terms

VOLUME **1**

kokosing
CONSTRUCTION COMPANY, INC.

Teaming Agreement

This **Teaming Agreement**, made this 5th day of August 2020, sets forth the teaming agreement between the following parties (Contractor and Designer) in connection with the Project and Owner identified below.

Contractor: Kokosing Construction Company, Inc.
6235 Westerville Road
Westerville, OH 43081

Designer: Jacobs Engineering Group, Inc.
Two Easton Oval, Suite 500
Columbus, OH 43219

Project: Sherman Minton Corridor Project
Floyd County, Indiana and Jefferson County, Kentucky

Owner: Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, IN 46204

Article 1 – Lead Designer

Designer will be Contractor's lead designer for the pre-award effort and the Project. Designer and Contractor will maintain an exclusive teaming relationship for the Project during the pre-award phase and, if awarded the Project, during the design-build phase (subject to the terms of the design subcontract). Designer's services will be performed for Contractor through a design subcontract, which shall be fully executed prior to submission of a proposal to Owner. Designer has reviewed the form of the design subcontract, has no material objections to its terms, and agrees to execute the subcontract prior to Contractor submitting a proposal to Owner.

Article 2 – Support Designers

Other design firms, as needed to support the design requirements, will be subcontracted to Designer. If the Project has a disadvantaged business enterprise goal, Designer will assist Contractor in meeting the Project's DBE goal by using all commercially reasonable efforts to subcontract a portion of the design work to certified and qualified DBE design firms in a percentage at least equal to the Project's DBE requirements. Designer will give Contractor an opportunity to evaluate prospective support designers before their selection is finalized by Designer.

It is understood that Modjeski and Masters, Inc. will serve as a subconsultant to Jacobs Engineering Group, Inc. for portions of the main river bridge rehabilitation and construction engineering. The exact scope of each firm will be confirmed by the Designer and agreed to by the Contractor upon release by the Owner of the Request for Proposals.

It is understood that DLZ Corporation will serve as a subconsultant to Jacobs Engineering Group, Inc. for services including Public Information and Utility Coordination.

Article 3 – Key Staff

Designer agrees that the following Key Personnel, as outlined in the Statement of Qualifications submittal to the Owner, will be assigned to the project in sufficient capacity to fulfill the requirements of the Owner and Contractor:

a. Daniel Morris, PE – Design Manager

b. John Finke, PE – Structural Design Lead Engineer
c. Mark Maday, PE – Design-Build Coordinator
d. Debra Hermann, AICP – Design Quality Manager
e. Brandon Lowe – Public Information Coordinator

Additional Key Personnel as required by the Owner will be identified during the pre-award phase. Designer agrees that these individuals are expected to be available for assignment to the Project, and will not make a substitution without Contractor's prior written approval.

Designer shall be liable for any damages, penalties or fines imposed by the Owner for substitution or replacement of named Key Personnel design staff, inclusive of Designer's subconsultants. This shall be limited to those individual roles specifically named in the Owner's RFP.

Article 4 – Compensation for Post-Bid Design Services

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Article 6 – Pre-Award Phase Services

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Article 7 – Termination

7.1 This Teaming Agreement will automatically terminate upon the occurrence of one the following events, whichever occurs first:

7.1.1 Award of the Project to Contractor and execution of a design subcontract by the parties;

7.1.2 Award of the Project to another team;

7.1.3 If award of the Project is not made within 180 days after the proposal is submitted to Owner, unless the parties agree upon an extension;

7.1.4 Cancellation of the Request for Proposal;

7.1.5 Failure of Design Build Team to become prequalified by Owner to submit a proposal;

7.1.6 Either party reasonably determining that a significant Project matter, such as the Project's financing plan, the procurement process, or the terms of the prime contract proposal, is unacceptable;

7.1.7 Either party filing or failing to discharge an involuntary petition in bankruptcy or reorganization, making a general assignment to creditors, or becoming insolvent;

7.1.8 Either party being acquired by or merged with an entity having a conflict of interest with the pursuit or prosecution of the Project;

7.1.9 A default by either party in respect of any of its obligations under this Teaming Agreement, which is not corrected within ten (10) calendar days after receipt of written notice of such default provided by the other party, at the discretion of the non-defaulting party;

7.1.10 Two (2) years after the date first written above, unless extended through mutual agreement of the parties; or

7.1.11 Mutual agreement of both parties.

7.2 If termination occurs for any of the reasons set forth in subparagraphs 7.1.5, 7.1.6, 7.1.7, 7.1.8, or 7.1.9, the party responsible for such termination (i.e. is in default or declares bankruptcy) may not thereafter compete for the Project individually or in combination with any other entity.

7.3. Upon any termination contemplated by this Section 7, this Teaming Agreement shall have no further effect; provided, however, the provisions of Sections 6.5 (Standard of Care), 8 (Confidentiality), 9 (Exclusive Relationship), 10.2 (Indemnification), and 10.3 (Limitation of Liability), all of which shall specifically survive termination.

7.4 Subject to Section 8, to the extent that the Parties while working together under this Teaming Agreement developed intellectual property and both Parties have paid their share of the costs associated with the development of such intellectual property, either Party shall be entitled to use such intellectual property.

Article 8 – Confidentiality

During the term of this Teaming Agreement and any subsequent design subcontract, it may be necessary for the Parties to exchange data and information considered confidential and/or

proprietary information that it designates in writing as being confidential and/or proprietary ("Confidential Information") in order for each to perform its obligations. The receiving Party agrees to hold any Confidential Information in confidence for a period of three (3) years of termination of this Teaming Agreement plus a period of three (3) years after the termination of any Design Subcontract Agreement executed by the Parties. Subject to Article 7.4, each party agrees to hold in strict confidence all technical, cost-related and all other information developed or obtained by the parties for the Project proposal. After award or cancellation of the Project by Owner, each party will be free to divulge only that information which it solely developed or obtained. Information obtained from the other party, or cooperatively developed by both Designer and Contractor, may only be divulged upon written release from the developing or co-developing party unless (a) the information is, at the time of disclosure, then in the public domain or (b) such disclosure is required pursuant to a valid governmental or judicial order. Designer will include a similar confidentiality clause in its agreements with support designers.

Article 9 – Exclusive Relationship

9.1 The Parties agree to work together on an exclusive basis throughout the pursuit of the Project, and to collaborate effectively to develop the Statement of Qualifications and Technical Proposal, Instruments of Service, technical materials and other data required for Contractor to submit a successful Proposal.

9.2 Unless mutually agreed to in writing, neither Party shall submit a Proposal for work related to the Project separately or with others, or take any action or make any agreement or representation inconsistent with the joint efforts described in this Agreement.

9.3 Neither this Agreement nor the course of dealing between the Parties in the team-based pursuit of the Project shall be deemed to create a joint venture, partnership, or other relationship that permits one Party to bind the other without the express written consent of the Party to be bound.

Article 10 – Miscellaneous

10.1 Governing Law. This Teaming Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, without giving effect to its choice of law rules, and which State's Court's shall have exclusive jurisdiction over the parties and the subject matter hereof. This Teaming Agreement may only be modified or amended by a separate written agreement executed by all parties hereto. If any one of the provisions of this Teaming Agreement is determined, by a court of competent jurisdiction, to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

[redacted]

[redacted]

10.4 No Assignment. No Party shall voluntarily assign, transfer, sell, pledge, or in any way encumber its interest or part thereof in this Agreement, and each Party shall use its best efforts to prevent the same by operation of law or otherwise.

10.5 No Agency Granted. Nothing contained in this Agreement shall be construed to grant to either Party any power: (i) to act as agent for the other Party; (ii) to bind the other Party to

any obligation whatsoever; or (iii) to hold itself out as having authority to act in any manner on behalf of the other Party.

10.6 Limitation of Scope. The scope of this Agreement is confined solely to activities associated with the preparation of any prequalification and of the Proposal and the provisions hereof shall have no application or effect whatsoever to work to which may be performed by a party under any other Agreement between Contractor and Designer or their principals and affiliates. In this connection, it is specifically understood with respect to such work that the terms of such other Agreement shall govern and solely apply.

10.7 Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document. Digital copies of signature pages shall be treated as original signature pages.

Approved as of the day and year first above written:

Contractor
Kokosing Construction Company, Inc.

By: Kevin Ohl Digitally signed by Kevin Ohl DN: C=US, E=koo@kokosing.biz, O="Kokosing Construction Company, Inc.", CN=Kevin Ohl Date: 2020.08.05 10:08:06-04'00'

Printed Name: Kevin Ohl

Title: Vice President

Designer
Jacobs Engineering Group, Inc.

By: _____

Printed Name: JOHN FERGUSON

Title: VICE PRESIDENT

CONFIDENTIAL

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Executed Contracts or Term Sheets/ Heads of Terms

VOLUME **1**

kokosing
CONSTRUCTION COMPANY, INC.

kokosing
CONSTRUCTION COMPANY, INC.
6235 WESTERVILLE RD | WESTERVILLE, OH 43081
PHONE 614.228.1029

November 13, 2020

Silvia Perez
Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46024

Attention Silvia Perez,

In response to Item 3.2.2, Information About Proposer, Major Participants, and Subcontractors, please find the following documents attached.

A. Executed Teaming Agreement between Proposer Kokosing Construction Company, Inc. and Lead Engineering Firm Jacobs Engineering Group Inc.
B. Draft Subcontract for Design outlining the terms of the agreement to be executed by Proposer Kokosing Construction Company, Inc. and Lead Engineering Firm Jacobs Engineering Group Inc. The Exhibits to the Subcontract for Design have been redacted as they indicate or could indicate pricing information. Both parties agree to enter into a final Subcontract for Design utilizing these terms upon award of the project to our team.

Sincerely,

Kevin Ohl, PE, DBIA
Vice President Engineering and Alternative Delivery
Kokosing Construction Company, Inc.

Shawn Thompson, PE
Operations Leader
Jacobs Engineering Group Inc.

Subcontract for Design (Lump Sum)

Job No.

Subcontract No.

This **Agreement** is made this day of , 2020, by and between the following parties (Contractor and Designer), for services in connection with the Project and Owner identified below.

Contractor: *(Name and address)*	Kokosing Construction Company, Inc. 6235 Westerville Road Westerville, OH 43081
Designer: *(Name and address)*	Jacobs Engineering Group, Inc. Two Easton Oval, Suite 500 Columbus, OH 43219
Project: *(Project name and location)*	Sherman Minton Corridor Project Floyd County, Indiana and Jefferson County, Kentucky
Owner: *(Name)*	Indiana Finance Authority One North Capitol Avenue, Suite 900 Indianapolis, IN 46204

Whereas, Contractor intends to submit a proposal to Owner for the design and construction of the Project; and

Whereas, Contractor does not, in the normal course of its business, design permanent facilities or structures and must rely on such services being performed by entities who possess the skill and experience necessary to design facilities and structures of the type anticipated for this Project; and

Whereas, Designer does, in the normal course of its business, design permanent facilities and structures and represents that it has the skill and experience necessary in designing facilities and structures of the type required for this Project and wishes to furnish such preliminary designs that the parties may consider necessary for Contractor to submit the proposal, as well as the final design of the Project, including record drawings, if a contract for the design and construction of the Project has been or is awarded to Contractor by Owner.

Now, Therefore, Contractor and Designer shall cooperate in carrying out the Project in a relationship of mutual trust and agree as follows:

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Article 1 The Prime Contract

1.1 The term "Prime Contract," as used herein, refers to all the general, supplementary and special conditions, plans, amendments, modifications and all other documents forming or by reference made a part of the contract or the proposed contract, as the case may be, between Contractor and Owner. Copies of the Prime Contract have been made available to Designer and are available at the office of Contractor.

1.2 The applicable terms and conditions of the Prime Contract are hereby incorporated in this Agreement by reference hereto, and to the extent applicable to the provision of Designer's services and obligations ("Services" as hereinafter described), such terms and conditions are a part of this Agreement as if fully set forth herein. In the event of conflict between the terms of the Prime Contract and the terms of this Agreement, the terms of this Agreement shall control.

1.3 If a contract between Contractor and Owner has been signed prior to the signing of this Agreement, Designer, by signing this Agreement, acknowledges that it has satisfied itself that the Prime Contract has been made available to it and that it has examined all documents constituting the Prime Contract, and as set forth in Section 1.2., agrees that the Prime Contract shall be deemed to be made a part of this Agreement by reference thereto, and Designer agrees to be bound to Contractor and Owner by the terms and conditions of the Prime Contract insofar as they apply to the Services to be performed by Designer, unless otherwise provided herein. Contractor will promptly furnish to Designer any applicable amendments or modifications to the Prime Contract it may receive or become aware of subsequent to the signing of this Agreement.

1.4 If a contract between Contractor and Owner has not been signed prior to the signing of this Agreement, Designer, by signing this Agreement, acknowledges that it has examined a copy of the Prime Contract or the drafts thereof available as of the date of this Agreement, and agrees that prior to the submission of a proposal by Contractor to Owner, it will raise any objections it may have with respect to changes in the terms and conditions of such documents since the date of this Agreement as such changes may apply to the Services to be provided by Designer. Contractor agrees to provide Designer with all such additions, amendments or modifications in a timely manner. Contractor and Designer agree to negotiate such objections prior to the submission of said proposal and, if necessary, either modify this Agreement and/or Contractor's proposal to reflect the outcome of such negotiations; or if they are unable to further agree, this Agreement shall be terminated, provided that Designer's objections to any terms and conditions of the Prime Contract must be material and not inconsistent with Designer's standard business practices and policies.

1.5 Any counteroffers or further negotiations between Contractor and Owner as same may affect the Services to be provided by Designer shall be jointly considered by Designer and Contractor and are subject to the same terms and conditions set forth in Section 1.4 for pre-proposal objections by Designer.

1.6 Contractor and Designer are mutually bound by the terms of this Agreement. To the extent that the terms of the agreement between Owner and Contractor apply to the performance of the Designer's Services, then Contractor assumes toward Designer all the obligations, rights, duties, and remedies that Owner assumes toward Contractor. In an identical way, Designer assumes toward Contractor all the same obligations, rights, duties, and remedies that Contractor assumes toward Owner. In the event of an inconsistency among the documents, the specific terms of this Agreement shall govern.

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1.7 DEFINITIONS

[redacted]

1.7.2 The Contract Documents and this Agreement govern the relationship between Contractor and Designer. The Contract Documents consist of this Agreement, including the exhibits hereto, plus any written amendments to this Agreement as may be agreed to by the parties.

1.7.3 The term day shall mean calendar day unless otherwise specifically designated herein.

1.7.4 The Contractor's Work is the design and construction services required of Contractor to fulfill its obligations pursuant to its agreement with Owner (the "Work"). The Designer's Services are a portion of the Work.

1.7.5 Owner is the person or entity identified previously herein, and includes the Owner's Representative as identified in the agreement between Owner and Contractor.

1.7.6 The Owner's Program is an initial description of the Owner's objectives that may include (without limitation) budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

1.7.7 The Project, as identified previously herein, is the building, facility and/or other improvements for which Contractor is to perform Work pursuant to its agreement with Owner. It may also include improvements to be undertaken by Owner or others retained by Owner.

1.7.8 Substantial Completion occurs on the date when construction is sufficiently complete, in accordance with the Contract Documents, so that Owner can occupy or utilize the Project, or a designated portion thereof, for the use for which it is intended, or as otherwise defined in the Prime Contract. This date shall be confirmed by a certificate of Substantial Completion signed by Owner and Contractor.

1.7.9 Worksite means the geographical area of the Project.

1.7.10 Knowledge. The terms "knowledge," "recognize", and "discover", their respective derivatives, and similar terms in the Contract Documents shall be interpreted to mean that which is known (or should be known), recognized (or should be recognized), and discovered (or should be discovered) in exercising the care, skill, and diligence required by the standard of care set forth in Section 2.3 and the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a party familiar with the Project and similarly

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professionally situated, and exercising the care, skill, and diligence required by Section 2.3 and the Contract Documents.

Article 2 Designer's Services

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Article 3 Designer's Schedule

3.1 Designer and Contractor have prepared and agreed to a schedule for performance of Designer's Services ("Designer's Schedule") which is incorporated as Exhibit F of this Agreement.

3.2 The parties may establish mutually acceptable revisions to Designer's Schedule, but such revisions shall not relieve Designer of its obligations to provide the Services in a timely manner so as not to cause any delay and otherwise in accordance with this Agreement.

Article 4 Basis of Design

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Article 5 Designer-Contractor-Owner Relations

5.1 Designer shall at all times have access to the construction wherever it is in preparation or progress. Neither having access nor the presence of the Designer or its employees on the project site during construction shall create any duty on the Designer, including but not limited to inspection and/or observation of the construction.

5.2 Designer in consultation with contractors shall be the interpreter of the requirements of the plans and specifications. When requested by Contractor, Designer shall provide Contractor and its subcontractors and suppliers with necessary clarifications, interpretations and corrections of the plans and specifications, in written or graphic form, as appropriate to the orderly completion of their respective portions of the construction work.

5.3 Designer's decisions in matters relating to artistic effect and the structural integrity of the completed Project and to public life, health and safety shall be final if consistent with the intent of the Prime Contract and the plans and specifications, unless otherwise agreed in writing.

5.4 Designer shall review and approve (or take other appropriate actions in respect of) shop drawings, samples and product data and such other submittals as may be required by the Prime Contract, but only for conformance with the design concept of the Project, the Prime Contract, and the plans and specifications. Designer's Scope of Services shall include stamping of shop drawings by a Registered Professional Engineer where such level of review is required by the Prime Contract. Such action will be taken with reasonable promptness so as to cause no delay. Unless otherwise specified in the Designer's Schedule or another writing executed by Contractor, such review shall be completed in not more than fourteen (14) calendar days. Designer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Contractor will provide Designer adequate time to review its submittals so as to not cause delay.

5.5 Unless otherwise agreed, Designer shall communicate with Owner and other subcontractors of Contractor only through Contractor, and shall provide the necessary personnel for such meetings with Owner on a regular basis.

5.6 Notwithstanding any presence of Designer's personnel at a construction site, whether as on-site representative or otherwise, Designer shall not have control or charge of and shall not be responsible or in any manner liable for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs in connection with the construction, for the acts or

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omissions of Contractor, other subcontractors of Contractor, or any other person performing any of the construction, or for the failure of any of them to carry out the construction in accordance with the Prime Contract and the final plans and specifications.

5.7 Designer shall designate one individual who will serve as Designer's representative for the Project who shall have full authority to represent, and make decisions on behalf of, Designer.

5.8 Contractor shall designate one individual who will serve as Contractor's representative at the Project site with full authority to represent, and make decisions on behalf of, Contractor.

5.9 Designer shall not remove any of its key staff (listed in Exhibit D) from the Project without Contractor's prior written approval, which shall not be withheld unreasonably. Designer shall cooperate with Contractor in replacing Designer's Project personnel whose performance is deemed unsatisfactory by Contractor.

5.10 The Parties acknowledge that in the course of this Agreement they may exchange information that is considered highly sensitive and confidential and/or proprietary ("Confidential Information") directly, indirectly, in writing, orally, by drawing, or by inspection. Information shall not be considered Confidential Information if (a) the information is known by the receiving party prior to obtaining same; (b) the information is, at the time of disclosure, then in the public domain; (c) the information is obtained by or from a third party who did not receive same, directly or indirectly, from the disclosing party and has no obligation of confidentiality with respect thereto; or (d) such disclosure is required pursuant to a valid governmental or judicial order. Information will only be subject to protection under this section if it is clearly marked as Confidential Information. If disclosure is not made in writing, the party making the disclosure will provide a written version, marked as Confidential Information, within ten (10) business days from the date of disclosure. Each party agrees to use such information solely for the purpose of this Agreement and not to disclose Confidential Information to any outside entity (aside from submission of Confidential Information in accordance with the Owner's procedures for protection of confidential information.) without the prior written consent of the other. This obligation survives the termination of this Agreement, and the parties agree that breach of this obligation will cause irreparable harm and may be enforced by injunctive relief.

5.11 During the term of this Agreement, Designer and/or its subconsultants, suppliers or others with which it contracts shall not issue any news releases, statements to news media, interviews, or articles for publication related to the Project without the prior written consent of Contractor, and, when required, that of Owner.

5.12 During the term of this assignment, Designer shall abide by and follow all of Contractor's and Owner's safety requirements, including without limitation such safety requirements as Contractor requires of its own subcontractors while on the Project site or any of Owner's or Contractor's facilities.

Article 6 Payment

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Article 7 Change Directives and Change Orders

7.1 Contractor may at any time by written order, designated to be a Change Order, change or modify the scope of any Services or Additional Services under this Agreement.

7.2 Such changes may include but are not limited to the Services referred to in Article 2 hereof and/or any Additional Services. If any change made pursuant to this Article 7 should result in an increase in the costs of, or time required for, providing any Services or Additional Services, an equitable adjustment for Designer's reasonable costs (including overhead) and time shall be made to Designer, and this Agreement shall be modified, accordingly, PROVIDED that Designer provides written notice to Contractor, following the submission to Designer of any such Change Order, which notice shall include a detailed explanation and itemization of Designer's anticipated cost increases and schedule impacts.

7.3 Should Owner, pursuant to its authority under the Prime Contract, direct that changes be made in the Services, or should conditions change from the established "basis" in the Prime Contract, or should any other act or omission on the part of Owner or other occurrence entitle Contractor to additional compensation, and should such changes, acts, omissions or other occurrences increase Designer's cost or time for performance of its Services, Designer may, subject to compliance with the conditions herein set forth, request that Contractor present a claim to Owner on Designer's behalf.

7.4 Designer must provide Contractor with written notice of such changes in time for Contractor to notify Owner of same and otherwise fully in accordance with the notice and other provisions of the Prime Contract, and must itemize all costs for such changes in its monthly Design Status Report to Contractor.

7.5 Contractor agrees to present to Owner, on Designer's behalf, all Designer's claims for additional monetary compensation or time extensions; and to further invoke, on behalf of Designer, the provisions in the Prime Contract for resolving disputes, should a dispute arise over any such claim. For claims attributable to Owner, Designer shall only be entitled to receive from Contractor that amount which Contractor actually receives from Owner on Designer's behalf for such changes, acts, omissions or other occurrences. Designer shall be solely responsible for any and all costs incurred with respect to any claim presented by Contractor to owner on Designer's behalf, including all reasonable, mutually agreed upon attorneys' and expert witness fees, all costs and expenses. In the event that both Contractor and Designer present claims to the owner such fees costs and expenses shall be shared on an equitable basis, as may be determined by Contractor in its reasonable discretion.

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Article 8 Time for Performance of Agreement

8.1 The time for performance of this Agreement is of the essence with respect to the Designer's Schedule. Designer agrees that it will provide sufficient personnel, facilities, tools, equipment supplies and consultants to perform the Services in accordance with the Standard of Care, and that it will perform the Services in a prompt and diligent manner and in such a manner that Contractor will be able to construct and complete the Project, as required by the Contract Documents, without any design-related delays in its construction activities. Designer's Schedule for the Project shall be as established and agreed to pursuant to Article 3 of this Agreement.

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8.5 Should Designer's performance of this Agreement be delayed by acts of Owner or Contractor, Designer may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in the contract price or to damages or additional compensation as a consequence of Owner-caused delays, or by Acts of God, strikes, lockouts,

accidents, epidemics or other events beyond the control of Designer, except to the extent that the Prime Contract entitles Contractor to compensation for such delays and then only to the extent of any amounts that Contractor may actually recover from Owner on behalf of Designer for such delays. Should such delays be due to Contractor's acts and not Owner's, then except as hereinafter provided, the additional costs incurred by Designer attributable thereto shall be treated as costs pursuant to a change order and paid accordingly; provided, however, that Designer shall not be entitled to compensation for such delay costs if the notice hereinafter required for an extension of time is not provided by Designer to Contractor.

8.6 Designer shall not be entitled to any extension of time or adjustment of compensation for any cause whatsoever, and without specific authority from Contractor unless Designer requests such extension or adjustment from Contractor within fifteen (15) days after the occurrence of such cause, or, if the Prime Contract specifies a shorter period, within sufficient time to permit Contractor to notify Owner within the time specified in the Prime Contract for such notice.

8.7 Designer shall not be liable for the Owner's or other reviewing agencies' failing to meet their review timelines as specified in the Prime Contract. Additionally, it is recognized that re-design due to Owner preferences added to the project by change order to the Prime Contract may result in additional required design time.

Article 9 Design Status Reports

9.1 Designer shall implement an "earned value" system and a hierarchical work breakdown structure ("WBS") for purposes of tracking design progress. Each month, at a date selected by Contractor, Designer shall prepare a Design Status Report and submit the report to Contractor. The report shall contain, at a minimum, the following types of information:

9.1.1 Narrative – Description of services (including the services of Designer's subconsultants) performed during the previous reporting period; the current status of design; the identification of current design issues, including suggestions for resolution; and documentation of potential change orders.

9.1.2 Earned Value Report – Tabular summary of planned and actual progress associated with each element and level of the WBS. The summary shall include, but not be limited to, computations of progress scheduled and actual progress achieved. Graphical depictions of summary-level information shall also be provided.

9.1.3 Performance Measurement Report – A tabular summary of schedule variances for each element and level of the WBS, and a narrative description of management actions needed to resolve significant adverse variances. Graphical depictions of summary-level information shall also be provided.

9.1.4 DBE Report – Utilization of Disadvantaged Business Enterprises (if tracking DBE utilization is a Prime Contract requirement).

9.2 All reports shall be in a format approved by Contractor, and shall be linked to Designer's monthly invoice to Contractor in such a manner that progress information can be reconciled with the monthly invoice.

Article 10 Settlement of Disputes

10.1 Any claim, dispute or other matter in question between Contractor and Designer, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be

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resolved by negotiation between Contractor's and Designer's designated representatives for the Project. Contractor and Designer each commit to first attempt a resolution of any such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Project. If a matter cannot be resolved by the parties' designated representatives for the Project as provided in this Section 10.1, then no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Contractor and Designer shall attempt to resolve the matter. If resolution cannot be reached by the parties' executive managers, Contractor and Designer may exercise such rights or remedies as either otherwise may have under this Agreement or by governing law.

10.2 Notwithstanding Section 10.1, any claim or dispute that arises out of, or relates to, problems or issues for which Owner is responsible or claims or disputes brought by Owner ("Owner Dispute") alleging or relating to design issues, shall be resolved pursuant to the dispute resolution clause in the Prime Contract. For any Owner Dispute, Designer agrees to submit its claims to Contractor in a proper form and in sufficient time to allow processing in accordance with the Prime Contract.

10.3 If a claim is asserted against Contractor by Owner, a subcontractor or other person not a party to this Agreement which is predicated upon alleged errors or omissions in the plans, specifications, or other responsibilities of Designer, Contractor shall promptly give notice of such claim to Designer and Designer shall thereafter and until final resolution cooperate fully and timely with Contractor in the defense of such claim. Designer shall, if it so elects, have the right to control the defense of such claim; provided that the claim is predicated upon the negligence of Designer in its performance of Services under this Agreement and as required by this Agreement and the Contract Documents or other responsibilities of the Designer, and provided further, however, that nothing contained in this Article shall be considered to modify Designer's obligation to defend and indemnify Contractor and save it harmless from such claims or if such claims are not brought by Owner, to defend and indemnify Contractor and Owner and save them harmless. In the event that Designer elects to control the defense of such claims, it shall do so at its sole cost and expense and further, it shall be solely and exclusively responsible for any and all liabilities that are related thereto, including specifically, but not limited to, any and all judgments, awards or losses related thereto.

10.3.1 If a claim is asserted directly against Designer, by Owner, a subcontractor or other person not a party to this Agreement which is predicated upon the alleged negligence of Contractor in respect of Contractor's responsibilities under this Agreement, Designer shall promptly give notice of such claim to Contractor and Contractor shall thereafter cooperate fully and timely with Designer in the defense of such claim. Contractor shall, if it so elects, have the right to control the defense of such claim; provided that the claim is predicated upon the alleged negligence of Contractor in respect of Contractor's responsibilities under this Agreement.

10.4 This Agreement shall not be construed to compel or confer any right to any person or entity other than a party to this Agreement to use the procedure for settlement of disputes to settle a question arising in connection with the Project.

10.5 The procedure for settlement of disputes provided for in this Article 10 shall not be applicable to an action for bodily injury, death or property damage brought by a third party, insofar as either Contractor or Designer may desire to assert any rights of indemnity or contribution against the other with respect to the subject matter of such action.

10.6 Each party shall proceed diligently with its obligations, pending final determination and resolution of any dispute, unless otherwise agreed in writing.

10.7 The prevailing party of any dispute shall be entitled to recover any reasonable fees, costs or expenses incurred during the defense of said dispute.

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Article 11 Insurance

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Article 12 Damage and Liability

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Article 13 Payments by Designer and Lien Releases

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Article 14 Independent Contractor

Designer specifically agrees that it is, or prior to the commencement of the Services will become an independent contractor (design professional) and is not an employee, an agent or a joint venture partner of Contractor.

Article 15 Compliance with Laws and Equal Opportunity

15.1 Designer shall take all reasonable safety precautions pertaining to its activities at the Project site and the conduct thereof. Without limiting the generality of the foregoing, Designer shall comply with the safety measures called for by Contractor and with all applicable laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state, local or otherwise. In the United States, the applicable laws include but are not limited to the federal Occupational Safety and Health Act.

15.2 Designer shall pay all taxes, licenses, and fees of every nature that may be imposed or charged by any governmental authority upon this Agreement and upon the services, labor, material, or other things used in the performance of the Services.

15.3 In addition to the requirements set forth in Exhibit C hereto; if the Prime Contract contains any provision that prohibits discrimination on the basis of race, color, religion, sex, or national origin, hereinafter referred to as "Equal Opportunity," or if any law, regulation or order has any application thereto and is applicable to this Agreement, then Designer hereby agrees to comply with such provision, law, regulation or order. If any such provision, law, regulation or order requires the physical attachment of specific wording to this Agreement, then such attachments shall be considered a part of this Agreement by reference thereto or shall be attached thereto as called for by the Prime Contract.

Article 16 Termination

16.1 If this Agreement predates the signing of the Prime Contract by Contractor and a Prime Contract is not awarded to Contractor, this Agreement shall terminate on the date the Prime Contract is awarded to another party or such other time as mutually agreed to by the parties. If, however, a contract for the Project is awarded to Contractor and the Prime Contract is signed by Contractor, this Agreement, subject to the provisions of Section 1.4, shall continue until the Project is accepted by Owner, Contractor has received final payment from Owner therefore, and all of Contractor's obligations under the Prime Contract have been discharged. Those terms of this Agreement that expressly or by implication survive this Agreement shall be enforceable beyond the term of this Agreement.

16.2 Contractor may terminate this Agreement as follows:

16.2.1 upon written notice, if Designer becomes insolvent or files for or is put in bankruptcy or receivership or makes a general assignment in favor of its creditors, or if all or any part of its property is put under receivership;

16.2.2 upon written notice, if the Project is lawfully interrupted pursuant to an ordinance originating with a court or public authority having jurisdiction, or if Owner terminates the Prime Contract;

16.2.3 upon written notice, if Designer fails to cure a default in respect of any of its obligations hereunder within five (5) days following receipt of a written notice from Contractor specifying the nature of such default or defaults;

16.2.4 in the case covered by Article 8 of this Agreement, after giving the notice specified in the said Article.

16.3 In the event Contractor fails to pay Designer in accordance with the terms of this Agreement, and such failure is not attributable to Designer's breach of this Agreement, Designer may, in addition to any rights afforded under this Agreement or at law, stop work.

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16.4 Designer may, in addition to any other rights and remedies afforded under this Agreement or at law, terminate this Agreement for cause if Contractor fails to cure any failure to pay within thirty (30) days of the date such payment is due under this Agreement.

16.5 In the event the Agreement is terminated as herein provided, Designer shall be paid for work duly performed up to the date of termination and for any reasonable and necessary direct costs incurred as the result of such termination, but not to include lost profits.

Article 17 Reference to Prime Contract

No reference herein or attachment hereto of specific provisions of the Prime Contract describing the obligations assumed by Designer or to comply with applicable laws or regulations shall be deemed to limit the obligations of Designer to furnish all Services as called for by this Agreement.

Article 18 Prior Representations

Neither Contractor nor Designer assumes responsibility to the other for any understanding or representations made by any of their respective officers or agents prior to the execution of this Agreement, unless such understanding or representations are expressly stated in this Agreement.

Article 19 Ownership of Plans, Specifications, and Other Documents; Confidentiality

19.1 The plans, specifications, and other documents and electronic data produced specifically for this Project by Designer shall belong to both Designer and Contractor provided the Prime Contract does not provide that such documents belong to Owner.

19.2 All reports, studies, conceptual designs, plans and specifications and related documents shall be handed over to Contractor upon the completion of the Project, Designer being hereby authorized to retain a copy.

19.3 If Contractor uses any of the documents described in this Article or otherwise produced by Designer on any other project, Contractor agrees that it shall do so at its sole risk and without liability or legal exposure to the Designer or its subconsultants. Contractor further agrees to defend, indemnify and hold Designer harmless from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from Contractor's use of same on another project.

19.4 Subject to Section 5.10, both parties shall treat as confidential, and not disclose to any third parties, except as it is necessary for the performance of the Services and the Work, or use for its own benefit, any of the other's developments, confidential information, know-how, discoveries, production methods and the like that may be disclosed to the parties, or which the parties may acquire in connection with the Work, for a period of eight (8) years following the date of this Agreement, unless otherwise noted. The parties shall treat as confidential information, without limitation, all of the other's estimating systems and historical and parameter cost data that may be disclosed from one to the other or which the other may acquire in connection with the Work and that was not otherwise known to them prior to the date of this Agreement.

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Article 20 Intellectual Property

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Article 21 Validity of Agreement

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be unlawful and of no effect, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

Article 22 Attorneys' Fees

[redacted]

Article 23 Entire Agreement

This Agreement, together with any addenda entered into in writing and signed by an authorized agent or officer of each party, shall constitute the entire agreement between the parties and shall supersede all previous agreements or understandings with respect to the subject matter hereof. This Agreement is subject to no other oral or written proposals, agreements or understandings whatsoever and can only be subsequently supplemented or amended by a written document subscribed by the parties.

Article 24 Assignment

24.1 Neither this Agreement nor the rights or obligations hereunder may be assigned without the prior written consent of the other party.

24.2 This Agreement shall be binding upon the heirs, court-appointed representatives, assigns and successors of the parties hereto.

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Article 25 Third-Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than Contractor and Designer and has no third-party beneficiaries. It is further specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any third-party beneficiary.

Article 26 Governing Law

This Agreement shall be governed by the laws of the State of Indiana, excluding their conflicts of law provisions. The site for jurisdiction and resolution of any legal dispute hereunder shall be Columbus, Franklin County, Ohio.

Article 27 Guarantees and Obligations

The entity executing this Agreement will, subjects to the terms of this Agreement, provide Contractor with suitable guarantees of its performance hereunder.

Article 28 Condition Precedent

This Agreement is subject to and contingent upon Contractor and Owner executing the Prime Contract.

Article 29 Additional Provisions

The following Exhibits are attached and incorporated fully as a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation
Exhibit C – Equal Employment Opportunity Requirements
Exhibit D – Designer's Key Staff
Exhibit E – Major Items of Work
Exhibit F – Design Schedule

Article 30 Waiver of Consequential Damages

[redacted]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents as of the day and year first above written.

CONTRACTOR	**DESIGNER**
Signature _____	**Signature** _____
Name	**Name**
Title	**Title**

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kokosing
CONSTRUCTION COMPANY, INC.