

AMREG

4701 North Federal Highway ♦ Suite 315, Box A-7
Lighthouse Point, Florida 33064

P9700008210

October 10, 1997

Corporate Records Bureau
Division of Corporations
Department of State
P. O. Box 6327
Tallahassee, Florida 32314

800002318538--4
-10/13/97--01052--005
***122.50 ***122.50

Re: American MetroUtilities Networks Corp.

Dear Sirs:

Enclosed please find an original and two copies of the Articles of Incorporation for the above-captioned corporation. I am enclosing my check payable to the Secretary of State in the amount of \$122.50 representing payment of the following:

Filing fee	\$35.50
Certified Copy of Articles of Incorporation:	52.00
Designation of Resident Agent:	35.00

Also enclosed please find an original Certificate Designating Place of Business and Agent together with two copies. Please return a certified copy of the Articles of Incorporation to the undersigned at your earliest opportunity.

Thank you for your cooperation in this matter.

Very truly yours,

AMREG


Michael Koslen

MSK/mk
Enclosures

FILED
97 OCT 13 PM 2:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



**ARTICLES OF INCORPORATION
OF
AMERICAN METROUTILITIES NETWORKS CORP.**

FILED
97 OCT 13 PM 2:32
SECRET
TALLAHASSEE, FLORIDA

**ARTICLE I
NAME**

The name of the corporation is American Metrouilities Networks Corp.

**ARTICLE II
DURATION**

The duration of the corporation shall be perpetual and shall commence upon the signing and acknowledging theses Articles.

**ARTICLE III
PURPOSE**

The business of the Corporation shall be solely to develop, acquire, own, operate, lease, mortgage and/or sell property for or related to the carriage, transmission and/or processing of telecommunications, data, cable services or other intelligence by telegraph, telephone or other system of transmitting of intelligence and to do any and all things necessary or incidental to any of the foregoing to carry out and further the business of the corporation as contemplated herein.

**ARTICLE IV
CAPITAL STOCK**

The corporation is authorized to issue one hundred thousand (100,000) shares of no par common stock. All stock of the corporation shall be issued pursuant to a plan under Section 1244 of the Internal Revenue Code of 1954 as added by the Small Business Tax Revision Act of 1958.

All of said stock shall be payable in cash, or property, other than stock or securities, in lieu of cash, or services, at a just valuation to be determined by the Board of Directors of this corporation.

**ARTICLE V
PREEMPTIVE RIGHTS**

Every shareholder, upon the sale for cash of any new stock of this corporation of the same kind, class or series as that which he already holds, shall have the right to purchase his prorata share thereof (as nearly as may be done without the issuance of fractional shares) at the price at which it is offered to others.

**ARTICLE VI
INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of this corporation is 4701 North Federal Highway, Suite 315, Box A-7, Lighthouse Point, Florida 33064 and the name of the initial registered agent of this corporation at that address is Michael Koslen.

ARTICLE VII

The names and addresses of the initial directors of this corporation is:

Dennis Kelly - 1615 Poydras Street, Suite 1050, New Orleans, LA 70112

Gary George - 1615 Poydras Street, Suite 1050, New Orleans, LA 70112

Albert I. Donovan, Jr. - 1615 Poydras Street, Suite 1050, New Orleans, LA 70112

Brooke H. Duncan - 3301 Lafitte Ave., New Orleans, LA 70176

ARTICLE VIII CORPORATE MAILING ADDRESS

The principal mailing address of the corporation is: 1615 Poydras Street, Suite 1050, New Orleans, Louisiana 70112.

ARTICLE IX INCORPORATOR

The name and address of the person signing these Articles is:

Dennis Kelly
1615 Poydras Street, Suite 1050
New Orleans, Louisiana 70112

ARTICLE X INDEMNIFICATION

Section 1. Right to Indemnification. Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), including any action by or in the right of the Corporation, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or, as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another business, nonprofit or foreign corporation, partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, partner, trustee, employee or agent or in any other capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by law, as the same exists or may hereafter be amended (but, in the case of any amendment, such amendment shall be enforced hereunder only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted to the corporation to provide prior to such amendment), against any and all expenses, including attorneys' fees, liabilities, losses, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement actually and reasonably incurred or suffered by such person in connection with such Proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) initiated by such person was authorized by the Board of Directors of the Corporation.

liability but in view of all the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

To the extent that a director or officer has been successful on the merits or otherwise in defense of any such Proceeding, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Any indemnification under this Article, unless ordered by the court, shall be made by the Corporation only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made:

- (1) First, by the board of Directors of the corporation by a majority vote of a quorum consisting of directors who were not parties to such Proceeding, or
- (2) If such a quorum is not obtainable and the Board of Directors so directs, by independent legal counsel, or
- (3) If not by legal counsel, by vote of shareholders that are not a party to such Proceeding.

Any right to indemnification hereunder shall include the right to be paid by the Corporation expenses, including attorney's fees incurred in defending any such Proceeding, in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of such Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, in which such director or officer agrees to repay all amounts so advanced if it ultimately should be determined that such person is not entitled to be indemnified under this Article or otherwise. Such right to indemnification shall also continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs or legal representatives.

Section 2. Right of Claimant to Bring Suit. (i) If a claim under Section 1 is not paid in full by the Corporation within ninety days after a written claim therefor has been received by the Corporation, the claimant may bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expense (including attorneys' fees) of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation.

(ii) Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

occurring prior to the adoption hereof, (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto, and (iv) any repeal, amendment or modification of these Articles shall not adversely affect any right to protection of a director or officer existing at the time of such repeal, amendment or modification.

Section 4. Requested Service. Any director or officer of the Corporation serving, in any capacity, (i) another corporation or other entity of which a majority of the shares entitled to vote in the election of its directors or other ownership interests are held by the Corporation, or (ii) any employee benefit plan of the Corporation or of any corporation or entity referred to in clause (i), shall be deemed to be doing so at the request of the Corporation.

Section 5. Non-Exclusivity of Rights. The rights conferred on any person by Sections 1 and 2 of this Article shall not be deemed exclusive of, and shall be in addition to, any other rights which such person may have or may hereafter acquire under any statute, rule, provision of these Articles of Incorporation, By-Laws, agreement, vote of shareholders or disinterested directors or otherwise; provided, however, that no such other right shall permit indemnification of any officer or director for the results of such person's willful or intentional misconduct.

Section 6. Insurance. The Corporation may purchase and maintain insurance, obtain letters of credit, act as a self-insurer, create a reserve, trust, escrow or other fund or account or enter into indemnification agreements, with or 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, limited liability company, trust or other enterprise, including service with respect to employee benefit plans, against any liability asserted against him or her or incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under this Article.

The following Articles are hereby added to the Articles of Incorporation to be numbered as shown below:

ARTICLE XI LIMITATION OF POWERS

Section 1. Notwithstanding any other provision of the Articles of Incorporation, or, to the extent permitted by law, any provision of law that otherwise so empowers the Corporation, for so long as the Corporation owes any duty or obligation under any loan document entered into with Foothill Capital Corporation, A California corporation, ("Foothill") and each of the lending parties thereto, or any of their respective successors or assigns (the "Lenders") and for a period of ninety-one (91) days thereafter, the Corporation shall not, without the unanimous consent of all members of the Board of Directors, do any of the things listed in this section under (a), (b) or (c). Such consent may not be approved by written consent, but at a duly noticed and convened meeting of the Board of Directors, in accordance with the provisions of the Articles of Incorporation.

- (a) engage in any business or activity other than the purpose set forth in these Articles of Incorporation;
- (b) voluntarily dissolve or liquidate, in whole or in part; or
- (c) commence or cause or permit a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy law, or any other law relating to insolvency or reorganization.

would result in the Corporation's inability to pay its debts as they become due, or take or permit any action to authorize any of the foregoing for itself. "Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as is now in effect or hereafter amended.

Section 2. Until the date which is ninety one (91) days after the last due on which any and all duties and obligations of the Corporation to the Lenders have been fully and indefeasibly satisfied, the Corporation shall not amend, alter, change or repeal the Articles of Incorporation or these amendments without the unanimous written consent of all Directors nor shall any such amendment, alteration, change or repeal be effected in violation of any agreement the Corporation shall have entered prohibiting any such amendment. Subject to the foregoing limitation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XII INDEPENDENT DIRECTOR

At all times, one of the Directors of the Corporation shall be an Independent Director. In the event of the death, incapacity, resignation or removal of the Independent Director, the Board of Directors of the Corporation shall immediately replace such Independent Director with another Independent Director. No actions of the Board of Directors or of the Corporation which require the consent of the Independent Director shall be taken in the absence of an Independent Director. "Independent Director" means a director of the Corporation who shall at no time be a director or officer of, be employed by or hold any Beneficial Interest in the Corporation (except for his position as Independent Director) or any Affiliate thereof, and who shall at no time serve as a trustee in bankruptcy for the Corporation or any Affiliate. "Affiliate" means, with respect to a specified Person, (i) a Person who, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person, (ii) any Person who is an officer, director, partner, manager, employee, or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner, manager or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person who, directly or indirectly, is the Beneficial Owner of any class of equity securities of, or otherwise has a Beneficial Interest in, the specified Person or in which the Specified Person has a Beneficial Interest and (iv) the spouse, issue, or parent of the specified Person. An Affiliate does not include a Person who is a partner in a partnership or joint venture with the Corporation if such Person is not otherwise an Affiliate of the Corporation or any Shareholder. "Control" or any derivative thereof, when used with respect to a specified Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; provided, however, that, without limiting the generality of the foregoing, (a) any Person (including family members of such Person) which owns, directly or indirectly, securities representing 20% or more of the value or ordinary voting power of a corporation or 20% or more of the partnership or other ownership interests (based upon value or vote) of any other Person is deemed to Control such corporation or other Person, (b) a general partner shall always be deemed to Control any partnership of which it is a general partner, and (c) a member-manager of a limited liability company shall always be deemed to Control any limited liability company of which it is a manager. "Director" means a director of the Corporation. "Shareholder" means a shareholder of the Corporation. "Person" means an individual, trust, estate, partnership or any right to any profits or losses of and/or to vote or to direct or to cause the direction of the management, policies, or affairs of any such Person whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise.

ARTICLE XIII

ARTICLE XIV
NOTICE REQUIRED FOR DIRECTORS MEETING

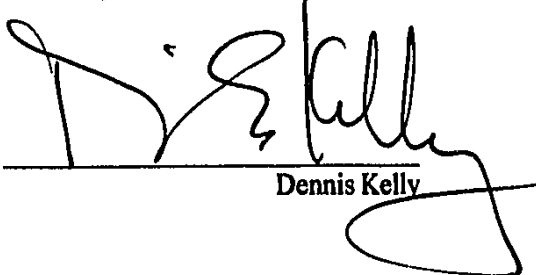
The notice required of meetings of the Board of Directors on matters requiring the unanimous vote of the Board shall be given not less than three (3) business days prior to the date the meeting is to be held. The notice shall be given to each Director and to any person (including, without limitation, Foothill) who has provided written notice to the Secretary of the Corporation that such person is a pledgee of any shares of stock of the corporation. Any person entitled to receive notice of the meeting may waive that person's right to notice, provided, however, that such waiver is only effective against that person granting such waiver.

ARTICLE XV
SHAREHOLDER APPROVAL

Any matters subject to the unanimous vote of the Board of Directors specified in these Articles, shall also require the unanimous approval of the holders of the common stock of the Corporation at a shareholder meeting. Notice of the shareholder's meeting shall be given not less than five (5) business days prior to the date the meeting is to be held. Notice must be given to each shareholder and to any person (including, without limitation, Foothill) who has provided written notice to the Secretary of the Corporation that such person is a pledgee of any shares of stock of the Corporation (such unanimous shareholder approval may not be given by written consent without such a meeting or in lieu of a meeting). Any person entitled to receive notice of the meeting may waive that person's right to notice, provided, whoever, that such waiver is only effective against the person granting such waiver.

ARTICLE XVI
MAINTENANCE OF SEPARATE BOOKS

At all times, the Corporation shall be required to (i) maintain books and records separate from any individual, trust, estate, partnership, joint venture, association, limited liability company, corporation or other entity ("Person"); (ii) maintain its accounts separate from any other Person; (iii) not to commingle assets with those of any other Person; (iv) maintain separate financial statements; (v) pay its own liabilities out of its own funds; (vi) observe all corporate formalities; (vii) maintain an arm's length relationship with its Affiliates; (viii) allocate fairly and reasonably any overhead for shared office space; (ix) use separate stationary, invoices and checks; (x) hold itself out as a separate Person; (xi) correct any known misunderstanding regarding its separate identity.


Dennis Kelly

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared Dennis Kelly, known to me personally to be the person who executed the foregoing instrument.

IN WITNESS WHEREOF, the appearer and witnesses and I have hereto affixed our signatures on this October 22, 1997

WITNESSES:

Elizabeth Mennin
D.C. Ipl

Dennis Kelly
Dennis Kelly

PENYA MOSES FIELDS
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF LOUISIANA
MY COMMISSION IS ISSUED FOR LIFE

Penya Moses Fields
Notary Public

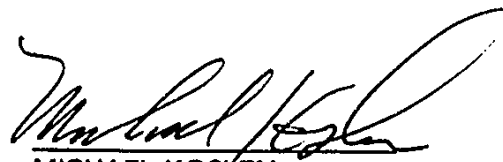
**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICLE FOR THE SERVICE OF PROCESS
WITHIN THE STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091 of the Florida Statutes, the following is submitted in compliance with said Act:

FIRST: That American MetroUtilities Networks desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation in the City of Lighthouse Point, County of Broward, State of Florida, has named Michael Koslen, located at 4701 North Federal Highway, Suite 315, Boc A-7, Lighthouse Point, County of Broward, State of Florida, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


MICHAEL KOSLEN